

CLARK COUNTY, NEVADA
CONTRACT FOR ALTERNATIVE LIVING SERVICES - GIRLS PROGRAM
RFP NO. 605939-21

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.
NAME OF FIRM
Jennifer Stoops, Business Manager
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2560 Business Parkway, Ste B Minden, NV 89423
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(775) 392-2659
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
<u>Jennifer.stoops@rop.com</u>
E-MAIL ADDRESS

CONTRACT FOR ALTERNATIVE LIVING SERVICES - GIRLS PROGRAM

This Contract is made and entered into this _____ day of _____, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC., (hereinafter referred to as PROVIDER), for Alternative Living Services - Girls Program (hereinafter referred to as PROJECT).

WITNESSETH:

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

WHEREAS, PROVIDER has entered into a lease agreement with COUNTY.

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, 2023, with the option to renew for 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. Should the Lease Agreement terminate for any cause, this CONTRACT will co-terminate.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the rates listed therein. COUNTY'S obligation to pay PROVIDER cannot exceed the applicable rates in Exhibit A. 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. 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 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 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: DJJSProbationAdmin@clarkcountynv.gov.
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.

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 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 amendment, 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, Dean Steiner, Department of Juvenile Justice Services, telephone number (702) 455-5290 or by email at steinedh@clarkcountynv.gov or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. 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.

7. Lease of Property Upon Termination

If the Lease Agreement is terminated for default, this CONTRACT will terminate.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY: Department of Juvenile Justice Services – Probation Admin
Attn: Michelle Waldroop
601 N. Pecos Rd.
Las Vegas, NV 89101

TO PROVIDER: Rite of Passage Adolescent Treatment Centers and Schools, Inc.
Attn: Jennifer Stoops
2560 Business Parkway, Ste B
Minden, NV 89423

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. 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 D**, 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. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only 1 written price adjustment request(s) will be accepted from PROVIDER per term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): All items in U.S. city average, all urban consumers, not seasonally adjusted. Series ID: [CUUR0000SA0] will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI/PPI index and calculated increase, or Letter from Manufacturer/ Distributor, if applicable.

☐ Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.

U. Companies that Boycott Israel

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

V. Prison Rape Elimination Act Compliance

PROVIDER must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et.seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Juvenile Detention Center facilities/offices owned, operated or contracted. PROVIDER acknowledges that, in addition to "self-monitoring requirements" Department of Juvenile Justice (DJJS) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DJJS policies may result in termination of this CONTRACT.

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

COUNTY:

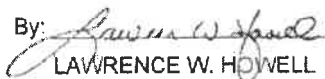
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

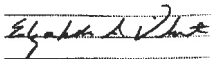
RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND
SCHOOLS, INC.

By: 
LAWRENCE W. HOWELL
Executive Director

07/14/2022

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

Jul 14, 2022

DATE

EXHIBIT A ALTERNATIVE LIVING SERVICES - GIRLS PROGRAM SCOPE OF WORK

Department Background

The Department of Juvenile Justice Services (DJJS) provides supervision and case management services for youth, 10-21 years of age, who are under the jurisdiction of the Eighth Judicial District Court.

There are six (6) divisions within DJJS: Probation Services, Detention Services, Spring Mountain Youth Camp, The Harbors, Truancy Prevention and Outreach Program (TPOP) and Health Care Services. The Probation Division has six (6) offices geographically located throughout COUNTY. The Detention Division and Clinical Division are centrally located on the campus of the Eighth Judicial District Family Court. The Spring Mountain Youth Camp is a staff-secure correctional facility, housing male youth between the ages of 12 and 18 who have been adjudicated for delinquent acts. The Youth Camp is located at Angels Peak in the Mt. Charleston Recreational/Toiyabe National Forest Area. The Harbor Division has four (4) locations geographically located throughout Clark County. TPOP is located at the Flamingo Harbor.

Youth placed on probation or under jurisdiction of the Eighth Judicial District Court, Juvenile Division, are provided community supervision and case management services by DJJS. DJJS has a primary mission and goals of protecting the community while coordinating resources to prevent and respond to juvenile delinquency and victimization. DJJS supports communities to develop and implement effective and coordinated prevention, intervention, and diversion programs to improve the juvenile justice system so that it protects public safety, holds offenders accountable, and provides treatment and rehabilitative services tailored to the needs of juveniles and their families.

Probation Officers within DJJS are expected to be competent in addressing a variety of issues, including but not limited to, substance abuse, sexual deviancy, child abuse, domestic violence, sexual exploitation, gangs, and mental health issues. Probation Officers work in collaboration with community groups and social service agencies to provide offenders and victims with support and services. DJJS maintains partnerships with local law enforcement and other justice agencies so they can benefit from each other's area of expertise and communicate the latest information.

COUNTY will be providing the selected PROVIDER with the property and physical building infrastructure. This includes the physical building, parking, general landscaping, maintenance, and utilities (power, electric, gas, sewer, water, trash, telephone, cable). The facility is located at 520 S. 30th Street, Las Vegas, NV 89101. This facility is under 24-hour camera surveillance operated and maintained exclusively by COUNTY. COUNTY and PROVIDER will comply with all PREA standards and COUNTY will provide surveillance footage to PROVIDER for operational review.

Alternative Placement – Girl's Program

Alternative Placement-Girl's Program is intended for the supervision as well as the provision of social services (i.e., counseling and therapy, psychological or educational testing, evaluation and assessment). Youth receiving these services require PROVIDER to provide care for youth with a variety of challenges including severely emotionally disturbed youth who have disabling mental or behavioral health needs.

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

Scope of Services

Alternative Living Services is the provision of in-home specialized care, transportation, and other services necessary for the health, safety, and well-being of the youth who cannot live with their families. Alternative Living Services are provided to eligible youth exhibiting maladaptive patterns of behavior, leading to clinically significant impairment or distress that cannot be treated in other less restrictive treatment settings. Youth requiring Alternative Living Services, female youth between the ages of 12 and 18, may be already in the community under supervision of an assigned Probation Officer, they may be youth completing a placement, treatment program or correctional component of a Court Order, or may be youth awaiting adjudication by a Court.

Key elements of alternative living include, but are not limited to, skills teaching, therapeutic structure and routine, therapeutic recreation, motivational systems and behavioral management. Alternative Living Services seek to successfully transition youth to permanent placement by providing cognitive, behavioral, social, vocational, and other skills.

PROVIDER is responsible for communicating the frequency, intensity, capacity and duration of Alternative Living Services, to include treatment modalities (e.g. cognitive-behavioral therapy, cognitive process therapy, multidimensional family therapy, motivational interviewing, creative therapies, dialectical behavioral therapy, motivational incentives, etc.) with COUNTY staff. PROVIDER is responsible to ensure that youth receive the least restrictive level of care and intensity of treatment services, as opposed to a time driven program. PROVIDER shall have the capacity to accept youth that have intellectual or cognitive disabilities, moderate or severe mental health conditions, chronic medical conditions that may require ongoing monitoring, histories of trauma, have experienced sexual or physical abuse, have had chronic exposure to violence, sexual offending disorders, and other populations served by DJJS.

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

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

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

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

Requirements

Knowledge and Skills of Provider and Direct Care Staff

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

Services

1. Provide professional supervision of all youth at all times, twenty-four (24) hours per day.
2. Provide well-defined treatment program and milieu that includes, but is not limited to, treatment philosophy, assessment, daily routine, individual and group therapeutic activities, skills teaching, structure, guidance, motivational system and behavioral programming.
3. Provide individual, group, and family therapy.
4. Provide evidence-based therapeutic modalities that include, but not limited to trauma informed therapy, CBT, and DBT
5. Provide Substance Abuse Treatment if diagnosed with a substance related disorder
6. Provide Boundaries and Healthy Relationship Programs.
7. Provide Animal Assisted Therapy and access to a therapy dog once certified.
8. Provide a behavior modification system that is point based and includes incentives and rewards.
9. Provide sex education that provides classes including, but not limited to birth control, STD's, safe sex and sexuality.
10. Psychiatric care to include assessment, medication evaluation and medication management.
11. Provide independent living classes and programs for youth. The program should include basic life skill's training, education, mentoring, job development, budget classes, community resources and a transition plan.
12. Work with youth to identify personal and family needs and provide services and/or coordinate with Clark County Social Service to address needs.
13. Initiate contact with the assigned Probation Officer or Probation Supervisor to discuss a youth's progress, functioning levels, skills and longer-term treatments needs of the youth, as necessary.
14. Participates in a face-to-face or virtual treatment team meeting on a quarterly basis or more frequently upon request of DJJS or the Court.
15. Meet monthly, provide a progress report and updates on the case plan including mental health and treatment goals to the assigned Probation Officer relating to functioning levels, strengthening skills and longer-term treatments need of youth.
16. Provide transportation services to necessary appointments, educational setting location, or arrange for such transportation in cooperation with assigned Probation Officer.
17. Ensure youth participation in social, recreational, educational and community activities with regular staff monitoring of all off-site activities.
18. Provide services to address educational needs, job training and placement as well as college readiness classes.
19. Provide for each youth's physical space, clothing and nutritional needs on a continuous and consistent basis.
20. Maintain progress notes on each youth's development, behavior, treatment interventions and progress in targeted areas. Such records shall be made available to DJJS representatives upon request.
21. Evaluate the youth's needs and develop a therapeutic treatment plan with measurable goals and discharge plan, subject to the approval of DJJS.
22. Ensure youth receives appropriate medical and mental health services as provided by a qualified professional.
23. Structure and daily routines consistent the DJJS Case Plan and the YLS.
24. Regular contacts with the assigned Probation Officer, including face to face contacts, to participate in the development of case plan that includes aftercare recommendations. This must be completed 30 to 45 days prior to release.
25. Provide a drop in workstation for the DJJS Probation Officer.
26. Ensure a minimum of weekly in-person, phone or virtual contacts with siblings and parents/guardians in accordance with case plan. Coordination and facilitation of services provided by others, including schools, licensed professionals, assigned Probation Officer and other stakeholders.
27. Provider is responsible for completing a reunification plan with the youth and the parent's input.
28. Participate in the reunification plan including parent training, developing parental support network, and home visit consultation pursuant to the case plan.

29. Plan, organize and conduct regular therapeutic community problem solving sessions.
30. Implement and document a plan of intervention pursuant to incident reports.
31. Maintain necessary contact with schools to prevent, monitor and correct school-related problems.
32. All direct care providers are responsible and trained for implementing the provider's treatment program.
33. Provide intensive clinical support, twenty-four (24)-hour on call crisis intervention, safety planning, therapeutic and trauma focused case management services, technical assistance to and supervision of all direct care staff.
34. PROVIDER shall have responsibility for revision of program strategies, provision of ongoing youth specific skills and training and problem solving in the facility during home visits and leadership of the treatment team on a day-to-day basis.
35. Provide data on outcomes. DJJS will identify specific data requirements.

Provider Training

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

Training shall emphasize skill development, knowledge acquisition, and training needs related to residential treatment of emotionally and behaviorally disturbed youths. Additional training to be provided shall include, but not limited to; youth rights, grievance procedures, verbal de-escalation, use of force, Prison Rape Elimination Act (PREA), LGBTQI, implicit bias, substance use/abuse, sexual abuse, cultural issues, permanency, team building, separation, loss and attachment, primary families, discipline, and/or effects of care giving. The 20-hour annual post-licensure training requirement does not include agency orientation classes or training for the purpose of policy/procedure dissemination, first aid and CPR training.

Responsibilities of PROVIDER

1. PROVIDER shall meet and comply with national, state and local licensing regulations and standards for emergency shelter care services.
2. PROVIDER shall provide awake, adult supervision of all youth, twenty-four (24) hours per day.
3. All PROVIDER employees shall meet and comply with national, state and local licensing regulations and standards prior to the date of hire.
4. PROVIDER shall respond to referrals within three (3) business days of receiving all of the requisite information to make a determination if a youth is acceptable for emergency shelter care services.
5. PROVIDER must design its program to be a time limited intervention consistent with the program model.
6. PROVIDER shall participate as a team member with DJJS to jointly identify and evaluate the youth's needs and develop and implement the treatment plan. PROVIDER shall have a written treatment plan within five (5) business days. The plan shall respond to presenting problems and assessment of identified needs. The plan shall describe proactive short-term treatment goals, which are measurable, time limited and have monitored outcomes. Discharge planning shall include described strategies and anticipated time of goal achievement.
7. PROVIDER shall complete a mental health assessment on each youth. The assessment will be updated by the Therapeutic Manager at least once every 90 days while the youth is receiving services from PROVIDER.
8. PROVIDER shall submit a monthly written report to DJJS on each youth admitted. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals.

9. PROVIDER shall submit a written report from date of admission to the assigned Probation Officer for each youth placed by DJJS twice a month. The report shall include the youth's adjustment to the alternative placement, staff, peer group and the community. Included in the report shall be information on the youth's school curriculum and progress, health, parental and relative contact or involvement and progress made in treatment and counseling with the family. The report shall also delineate a discharge plan for the youth. PROVIDERS need to be aware that the report may be filed with the Court or attached to a DJJS court report.
10. PROVIDER will provide on-site supervision, consultation, technical assistance, and crisis management. PROVIDER shall provide and document supervision, consultation, technical assistance, and crisis management at a frequency of no less than one onsite visit per month per site.
11. PROVIDER shall provide care, structured therapeutic routine, skills teaching, guidance and behavior management to the youth in care consistent with the case plan and treatment plan.
12. DJJS shall provide each youth with a minimum of three (3) nutritious meals and reasonably healthy snacks each day and be able to accommodate special diets as authorized by DJJS and/or a court.
13. PROVIDER shall provide supervision and personal care to assure good health of youth in the program and maintain medication log documentation in accordance with NRS 424.0385 and all other relevant codes, regulations and laws.
14. PROVIDER shall comply with all statutes and regulations governing the provision of medications.
15. PROVIDER shall furnish each youth with clothing selected and purchased specifically for the youth similar in appearance, quality and quantity to that worn by other youth in the community, if not provided by the youth's guardian or caseworker. Inventory of clothing shall be done periodically to ensure that each youth has an adequate amount of clothing during placement and upon discharge. Inadequate clothing supplies shall be reported to the assigned Probation Officer and documented in the vendor's care record.
16. PROVIDER shall provide soap, shampoo, toilet paper, facial tissue, skin lotion, deodorant/antiperspirant, and dental hygiene products. Feminine hygiene items shall be provided as appropriate. Notwithstanding safety and/or security considerations, shaving equipment, including a mirror, will be provided. Haircuts shall be made available at the sole cost of the vendor. The hygiene needs of all youths shall be met.
17. PROVIDER shall provide adequate bathing facilities and the issuance and exchange of bedding, linens, towels and personal hygiene items. This shall include replacing or professionally sanitizing soiled and unsanitary mattresses.
18. PROVIDER shall furnish transportation to each youth for necessary court hearings, medical, dental and counseling/mental health appointments as well as to specific social, recreational and community activities.
19. PROVIDER shall provide educational services that are accredited by the State in which the alternative living service facility is located. This may take the form of public/private school setting, home bound, home-based, participation in a computer learning program or other types of accredited curriculum.
20. PROVIDER shall set time each school day for study and tutoring assistance.
21. PROVIDER shall assume responsibility for maintaining a close liaison with the schools to prevent problems and provide support. PROVIDER will facilitate academic support as identified via the Individualized Educational Plan (IEP) or school consultations. The assigned Probation Officer shall be notified to participate in any IEP meetings.
22. PROVIDER shall not discharge a youth and will coordinate with DJJS in creating a safety plan when behavior is escalating and creating a significant danger to the youth or others.
23. PROVIDER shall permit the removal of any youth in the care of DJJS when DJJS requests such removal.
24. PROVIDER shall work together with DJJS to plan and carry out appropriate plans for the discharge of each youth who has received services. PROVIDER shall prepare youth for discharge in cooperation with the assigned Probation Officer.
25. Removal of a youth from placement may be initiated by either DJJS, PROVIDER or pursuant to a court order. PROVIDER shall request removal of a youth from placement through the Probation Administration. PROVIDER shall retain physical custody of the youth until such a time as other arrangements for placement are made.

Education and Experience Requirements

PROVIDERS shall comply with all laws, rules and regulations applicable to the performance of services contained in their proposal related to education and experience requirements.

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

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

General requirements of PROVIDER

PROVIDER shall have daily schedule of services and activities provided to youth, including PROVIDER's ability to adapt the daily schedule according to a youth's specific needs. PROVIDER will provide a comprehensive array of services and supports, in collaboration with DJJS that will lead to reduced length of time in care and promote permanency planning for youth resulting in reunification with family or kin, guardianship or adoption. PROVIDER is responsible for all on site treatment, support and educational services offered including, but not limited to, individual and group counseling, psycho-educational, social, recreational, and health services. PROVIDER is responsible for the continuum of services and/or degree of demonstrated prior coordination with other providers as part of treatment planning and in support of continuity of care with existing services such as academics, counseling, health care and recreation.

1. PROVIDER shall accept DJJS youth regardless of race, color, creed, national origin, ancestry, gender, marital status, disability, religious or political affiliation, age or sexual orientation/identity.
2. PROVIDER shall embrace the following characteristics:
 - a. Empower families to define goals and implement their solutions with goal of becoming less dependent on service providers.
 - b. Teach families to advocate, identify and access community resources with the goal of strengthening the family's ability to prevent and resolve future challenges.
 - c. Instill hope and belief that change is possible and that families can have a positive impact on their circumstances.
3. PROVIDER shall have a clearly defined model and theoretical framework that supports service interventions utilized program wide.
4. PROVIDER shall ensure all services provided shall be conducted by qualified personnel that are appropriately trained for their assigned responsibilities.
5. PROVIDER shall keep names and circumstances surrounding each youth receiving services confidential in accordance with law.
6. PROVIDER shall not transport youth outside COUNTY without written notice and approval of DJJS.
7. PROVIDER shall submit a written report related to any youth upon request by DJJS within three (3) working days.
8. PROVIDER shall participate in all legal processes the youth is involved in during treatment and 30 days after termination of treatment services upon request of DJJS or the Court.
9. PROVIDER shall permit the removal, discharge or termination of any youth in the care of DJJS, upon such request from DJJS.

10. Youth shall have access to regular contacts with family as documented in the case plan or as advised by DJJS, unless specifically prohibited by a court. DJJS may require submission of specific program and youth data on a weekly basis, such as census, incident and discharge information.
11. PROVIDER shall notify the assigned Probation Officer within one (1) working day of any failure of a family/youth to attend a scheduled appointment.
12. PROVIDER shall provide DJJS written and verbal information related to the youth's treatment upon request.
13. Except in emergencies, PROVIDER shall request prior approval for any medical and/or psychological services to be provided on behalf of a youth in the program. This prior approval shall be requested from the Manager or Assistant Manager of the appropriate Division within DJJS and documented in PROVIDER's case record.
14. PROVIDER shall participate as a team member with DJJS to jointly identify and evaluate the youth's needs and develop and implement the case plan.
15. PROVIDER shall implement quality assurance to monitor the frequency of contacts, quality of service provision, implementation of treatment goals and outcome of treatment provided.
16. PROVIDER shall initiate criminal and child abuse/neglect (CANS) background checks on all employees having direct contact with youth prior to providing any services to youth. Local law enforcement record checks must be completed and available prior to providing services to youth. Any positive findings of criminal charges and/or convictions of an employee having direct contact with youth shall be reported immediately to DJJS. Immediately means within twenty-four (24) hours or next business day.
17. PROVIDER shall notify DJJS immediately when any of the following occur to youth in the care of PROVIDER: death, serious illness, accident, runaway, physical restraint, abuse and/or neglect investigations, delinquent or criminal acts, and any behavior which is considered by PROVIDER to be dangerous to the community or PROVIDER staff. This notification does not absolve or preclude PROVIDER from any requirement to notify, report, contact or call law enforcement or a child protective service agency.
18. Maintain program evaluation and outcome data.

Background Checks for Criminal History and Substantiated Child Abuse or Neglect

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

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

- a) Murder, voluntary manslaughter or mayhem;
- b) Any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon;
- c) Assault with intent to kill or to commit sexual assault or mayhem;
- d) Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime or a felony relating to prostitution;
- e) Abuse or neglect of a child or contributory delinquency;
- f) 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;
- g) Abuse, neglect, exploitation or isolation of older persons or vulnerable persons including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
- h) Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding seven (7) years;

Any offense relating to pornography involving minors including, without limitation, a violation of any provision of NRS 200.700 to 200.760, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct.

- i) Prostitution, solicitation, lewdness or indecent exposure, or any other sexually related crime that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
- j) A crime involving domestic violence that is punishable as a felony;
- k) A crime involving domestic violence that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
- l) A criminal offense under the laws governing Medicaid or Medicare, within the immediately preceding seven (7) years;
- m) Any offense involving the sale, furnishing, purchase, consumption or possession of alcoholic beverages by a minor including, without limitation, a violation of any provision of NRS 202.015 to 202.067, inclusive, or driving a vehicle under the influence of alcohol or a controlled substance in violation of chapter 484C of NRS or a law of any other jurisdiction that prohibits the same or similar conduct, within the immediately preceding seven (7) years; or
- n) An attempt or conspiracy to commit any of the offenses listed in this subsection within the immediately preceding seven (7) years.

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

Licenses

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

- City/Municipality;
- County; and
- State.

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

Eligible Persons

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

National Goals

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

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

Referral Procedures

1. All referrals for placement in PROVIDER's program shall be screened and approved by DJJS prior to admission. Failure to receive prior approval as evidenced by the signed disposition shall impact vendor's ability to seek reimbursement.
2. PROVIDER shall screen all potential youth based on PROVIDER's written admission criteria before a youth is placed in the program. Screening may be done by a review of the case record, a summary submitted by DJJS or face-to-face interview with the youth/family and/or Probation Officer.

Records

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

1. All individual records as required by law.
2. Intake information, intake/referral packet and any other assessment(s) related to placement justification.
3. Ongoing assessment of youth's needs for the services provided.
4. School records, including school placement, IEP, adjustment to school, academic performance and behavior.
5. Individual treatment plan and revisions for each youth.
6. Written monthly progress reports.
7. Notes showing progress made toward the goals established in the treatment plan.
8. Type-written incident reports, which must be provided to DJJS Spring Mountain Youth Camp Administration and the assigned Probation Officer immediately regarding accident, elopement, physical restraint, commission of delinquent acts and any allegations of abuse/neglect.
9. Contacts made with youth's family, school officials, and other agency personnel. Date of contact should be noted.
10. Discharge Summary upon case closure and the reason for closure.
11. Collect and provide outcome data on effectiveness of program.
12. Personnel records for each staff as required by law.

Fiscal Responsibility, Records and Monitoring

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

Medication Records and Storage

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

Program Records

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

Monitoring Records

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

Retention of Records

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

Audit

PROVIDER agrees that if an audit discloses overpayments for services or misallocation of funds paid the provider on behalf of the youth, PROVIDER shall promptly reimburse COUNTY such unallowable costs. If such audit discloses unpaid allowable costs, COUNTY shall pay PROVIDER such costs as are properly allowable as provided for herein.

Safeguarding of Youth Information and Youth Confidentiality

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

Responsibilities of COUNTY

1. COUNTY shall make PROVIDER visits monthly. The Probation Officer will assess the youth's needs and determine if the youth is receiving adequate treatment in accordance with their needs.
2. COUNTY shall notify PROVIDER when any of the following events occur with the parents, guardians or primary caregiver of youth supervised by DJJS and in the care of PROVIDER: death, serious illness or accident.

3. COUNTY shall work jointly with PROVIDER to plan and carry out appropriate plans for the discharge of each youth in DJJS's care from PROVIDER's program. COUNTY shall furnish PROVIDER with the information needed to adequately prepare the youth for his/her discharge and subsequent placement.
4. COUNTY shall provide the contract PROVIDER with the youth's probation case plan, date of birth and terms and conditions of probation.
5. COUNTY shall PROVIDER with the applicable insurance information and/or Medicaid information for youth receiving services.

Discipline and Physical Restraints

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

Religious Activities

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

Contract Services Corrective Action Plans and Sanctions

1. COUNTY may audit PROVIDER's program performance to ensure PROVIDER is implementing the programming outlined in the accepted proposal and contract. PROVIDER shall comply fully with any Corrective Action Plans by providing any and all requested documentation and access to program files, notes, fiscal data and youths.
2. PROVIDER shall complete, to the satisfaction of COUNTY, any Corrective Action Plan issued by any federal, state, and/or municipality, to include COUNTY or DJJS, within the timeframe prescribed in the audit report and Corrective Action Plan. PROVIDER must complete any Corrective Action Plan within the timeframe specified and to the satisfaction of COUNTY. If PROVIDER fails, they shall be subject to sanctions, which may include suspension of referrals or termination of contract.

Runaways and Absences from Residential Placement

1. PROVIDER shall notify COUNTY within twenty-four (24) hours after a youth has eloped or run away from residential placement.
2. The day a youth runs away is counted as the first day in runaway status. PROVIDER shall only be paid or seek reimbursement after receiving written authorization to hold the youth's placement as open for a specific number of authorized days. When PROVIDER is authorized to hold the placement, PROVIDER must readmit the youth to the program. Payment will not be made for runaway days if PROVIDER refuses to readmit the youth after the run.

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

Medical

COUNTY will provide PROVIDER with insurance information on all youth placed by DJJS in the facility. This may be a State of Nevada Medicaid card, youth's Medicaid number or private medical insurance information for the youth. Except in emergencies, PROVIDER shall request prior approval by the parent/guardian and DJJS for medical, dental, optical, psychological and/or psychiatric services to be provided on behalf of a youth placed by DJJS.

Cost

All revenue sources available to PROVIDER to serve youth shall be listed in the budget, and utilized, where permissible, to reduce the rate. PROVIDER shall indicate whether their organization is a Nevada Medicaid provider. PROVIDERS shall submit in their proposal the ability to bill public and private insurance for services performed. PROVIDERS must indicate the specific insurance companies, public assistance programs and/or employee assistance programs in addition to the ability to accept self-pay youths, with or without a sliding scale. These may include, but are not limited to, Health Maintenance Organizations (HMO), Exclusive Provider Organizations (EPO), and Preferred Provider Organizations (PPO), Point-of-Service plans (POS), High Deductible Health Plan (HDHP) and Nevada Medicaid.

Daily bed rate for filled and unfilled beds - \$321.43

COUNTY will pay for a minimum of 6 unfilled beds per month

Supplemental Costs

In addition to the rates identified, COUNTY may, upon prior authorization from DJJS Department Head or designee, provide a stipend for special allowances. Special allowances include:

1. Clothing Allowance: Payment up to \$175 per youth, per year.
2. Emergency Special Clothing Allowance: Payment up to \$100 per youth, per year for youth whose clothes are lost or destroyed due to circumstances beyond the youth's control.
3. Books and Education: Payment up to \$300 per youth, per school year, to be used for fees, supplies and/or equipment for interscholastic activities.
4. Graduation Expenses: Payment up to a maximum of \$200 per youth for high school graduation expenses.
5. Supplemental Tuition and Fees: Payment up to \$500 per youth, per year for cost associated with credit retrieval, costs associated with high school equivalency testing, college level classes, vocational classes, technical classes, testing for college readiness/admission and other academic programs. Anything over this rate must go through approval by DJJS.
6. Passport Allowance: Payment for fees associated with obtaining a passport.
7. Governmental Documents and Licenses: Payment for actual costs associated with obtaining governmental documents, certificates or licenses.
8. Other: Upon authorization from the Department Head or designee, DJJS may provide other stipends for special allowances that are determined to be necessary to ensure the safety, permanent placement, rehabilitation, educational success and well-being of a youth.

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

Project Approach

The program is designed using the What Works principles and incorporates evidence-based treatment models into its program, including cognitive-behavioral therapy and trauma informed care. The evidence-based and best practice approach includes:

- **What Works.** This model is based on decades of research where common factors among programs that have successfully assisted youth in bringing about necessary changes has been compiled and analyzed. Therefore, the results are evidence-based and utilizing these principles suggests that we can help the young women we serve reduce and eliminate delinquent attitudes and behaviors.
- **Cognitive Behavioral Therapy.** The efficacy of cognitive-behavioral interventions is well- documented and widely accepted as an evidence-based practice in juvenile justice field. Meta-analyses of cognitive-behavioral programs show they have a significant desirable impact on the reduction of future criminal activities (Ladenberger and Lipsey 2005). Using these cognitive-behavioral, research-based practices, our clinical staff will address behavior, cognitive distortions and improve behavioral functioning and pro-social skill development.
- **Trauma Responsive Approach.** Trauma responsive services will be embedded within PROVIDER'S service delivery and will be implemented through the alignment of trauma- responsive practices and key principles including the organization's commitment to implementing trauma-responsive policies, environment of care, engagement and involvement with family and survivors; cross sector and multi-departmental collaboration; screening, assessment and treatment services as well as championing a trauma-responsive care through effective leadership. Staff will be trained in Think Trauma (a curriculum developed by the National Child Traumatic Stress Network) and will utilize trauma-responsive interventions such as providing a safe supportive, structured environment to reduce anxiety and increase feelings of safety; effective boundary setting; assisting youth to identify triggers that reactivate the trauma response; and collaborating with the youth and MDT members to connect symptoms and behaviors to traumatic histories. Through these approaches, trauma-specific services will allow youth to manage their symptoms and reactions, reduce or eliminate debilitating symptoms and prevent further trauma and violence
- **Motivational Interviewing.** Motivational Interviewing (MI) has been established through clinical experience and empirical research as an evidence-based practice proven to strengthen an individual's own desire to change. Motivational Interviewing is not based upon telling the young person why and how they should change their behavior; rather, it centers on the process within the individual, helping them explore and resolve ambivalence about change which ultimately strengthens their own motivation and commitment to change. The Therapeutic Manager, clinicians and interns will be trained in all evidenced-based modalities utilized by PROVIDER.
- **Culturally Responsive.** Clinical services employ an approach that embraces cultural sensitivity, humility, and youth advocacy. The Therapeutic Manager and direct care staff will provide services through a culturally sensitive, gender-inclusive approach, respecting lived trauma and individual cultural, linguistic, and gender identities. PROVIDER'S culturally- responsive assessment and treatment planning process will take into consideration information about the youth's cultural history such as her development, background and family to develop prescribed interventions that draws upon cultural strengths and needs as presented by the youth and her family.

Key Elements

All core services and supports are trauma-informed and follow evidence-based best practices while targeting specialized populations. PROVIDER will address, incorporate, and coordinate all components of the core services by operating within its four- tier Integrated Care Model paradigm. This model is the framework for implementing a holistic, youth-centered approach that is characterized by a high degree of collaboration and communication between caregivers, clinical staff, teachers, and other professionals. Services at the Alternative Living Services program will be coordinated around a youth's specific, and often complex, needs, while also including familial, cultural and community and include:

- Comprehensive assessments, using validated risk assessments to each youth's unique risks, needs, strengths, and case management practices.
- Treatment services provided within a strengths-based, cognitive-behavioral, trauma- informed environment by qualified staff and grounded in evidence-based principles.
- Mental health and medical services provided by licensed professionals and daily supervision will be provided by trained and caring childcare professionals.
- Recreation and normalized positive youth development activities.

- Family engagement throughout the youth's program, including involvement in the youth's treatment planning, visitation, and discharge planning.
- Clark County school district-approved education and job readiness training that focuses on a culture of rigor, relevance, and relationships within a positive academic environment.
- Rich staffing ratio, and well-trained staff, following DJJS training standards, who are motivated to improve the lives of youth.
- Program fidelity and quality assurance practices.

Integrated Care Model. This model is the paradigm for change that PROVIDER will utilize within the Alternative Living Services program. This model is designed to first ensure a foundation of safety for all youth, responding to trauma by identifying triggers and past traumatic experiences, and then adapting individualized care based on each youth's unique needs. Also incorporated is understanding youth **needs and strengths**, which are identified via sophisticated assessment methodologies and personal, prosocial interaction with the youth and the youth's family, teachers, therapists, and direct care staff. Next, youth are provided a rich, stimulating environment to **develop and practice skills** and bolster achievements, ensuring they are ready to re-integrate with their home communities and achieve productive futures. Finally, we ensure youth achieve the personal, behavioral, treatment, physical, recreational, and vocational **goals** they established upon entering our program by validating their daily progress and documenting every positive step forward.

Foundation of Safety

PROVIDER will create environments that are safe and environments in which youth feel safe. It is recognized that traumatized youth may be safe without actually feeling safe, therefore an atmosphere where youth feel and experience physical, emotional and psychological safety for themselves will be created. This will be accomplished through establishing trust and develop healthy attachment strategies and will require, individualized and focused treatment to restore healthy attachments to themselves, other youth, and adults. Establishing healthy relationships and connections with youth builds trust between the youth and caregiver and paves the way to secure attachment. This connectedness also helps a youth feel safe and confident that staff will help them regulate until they are able to do so on their own. A critical component of the model and an integral part of the safety at the program is Positive Organizational Culture (POC). POC highlights the importance of safety and caring relationships in an effective behavioral management system. POC is defined as staff, educators and administrators living and modeling behaviors expected from youth. It teaches pro-social replacement behaviors and minimizes disruptive anti-social behaviors within a safe and trauma-informed culture.

Individual Needs and Strengths

To maximize program effectiveness, the Integrated Care Model will rely on validated assessment instruments. The treatment planning process will ensure integrated assessment, case planning, and service coordination for each youth's individual Treatment Plan is compliant with DJJS policies. The assessment process includes administering research-validated instruments and gathering collateral information about a youth's development, trauma experiences, family strengths/needs, culturally relevant issues, substance use, mental health treatment, and mental status; all of which are essential components in our integrated treatment. The Treatment Plan will include treatment goals as well as the type, frequency, and duration of interventions, which will include cognitive-behavioral groups, individual therapy, or family psychoeducation groups with the use of trauma-informed principles. The interventions will be specific and measurable and will incorporate the needs of the youth, family, DJJS and the community. The individual Treatment Plan will prescribe the required services, based on the youth's risk, and needs. This ensures targeted services are provided for each youth with the profiles described in this proposal.

Developing and Practicing Skills

The Integrated Care Model allows for a holistic and integrative environment that enables each youth to develop and practice skills across multiple program elements including therapy, education, vocation, health/wellness, family, and community activities. Specifically:

Program Component	Frequency and Duration
Educational programming	5 days a week or as prescribed by Clark County School District.
Individual therapy	Minimum of 1 session per week (as prescribed in ISP); 45-60 minutes per session
Group treatment	5 times per week; 60 minutes per session
Health and wellness	5-7 days a week; 60 minutes per session
Structured leisure	Daily with additional time provided on the weekends
Positive Skill Development	2-3 times per week for 60 minutes each session

- Youth will receive academic instruction five days a week through Clark County School District approved education. Services will include general education, and special education.
- Vocation instruction fortifies our philosophy of helping young people succeed. We will deliver vocational instruction that teaches skills and competencies and allows all youth to learn the intrinsic, positive benefits of working.
- Youth participate in a variety of activities including recreation/athletics, clubs and daily exercise that build on talents, strengths and interests while maintaining a positive lifestyle.
- PROVIDER encourages families to fully participate in the youth's treatment planning and program and will welcome family members to attend visitation and family groups.
- Existing community partnerships are valued, and we will build partnerships within each treatment facility's community.

Daily Activities

The Embracing Project (TEP) (also operated by PROVIDER) and its network of services and support, such as clinical services, transition, high school education and employment readiness will be utilized. Located three (3) miles away from ALS, PROVIDER plans on transporting the young women during the weekdays to TEP to participate in the on-site school (approved through Clark County School District) and attend individual and group counseling. Experience has shown that providing a structured day enhances the normalized environment and balances all program elements including school, therapy, family involvement, recreation/ athletics, extracurricular activities, meal service, and rest. Weekend and holiday schedules are varied with a focus on family visits, cultural/spiritual activities, and structured leisure/recreation. Each week, the youth engage in the following activities, with frequency and duration as noted.

Family Visitation	2 times per week (primarily on weekends); 2 hours per day
Vocational, career, community service	1 time x week; 60 minutes per session

Staffing

Residential services are guided by direct care staff (Group Leaders and Group Living Counselors) as well as a Therapeutic Manager. With oversight by a Program Manager, the team of qualified staff will provide a safe, staff-secure home environment with a family atmosphere and a comprehensive treatment program for each student. The following staffing pattern will ensure a minimum of a 1:6 youth to staff ratio is maintained during the day and a 1:8 is maintained at night; actual ratios may be richer than the minimum.

Positions	FTE	Hours	SU	M	TU	W	TH	F	SA
Program Manager*	1	8:00a- 5:00p							
Therapeutic Manager*	1	9:00a- 6:00p							
Group Supervisor (A Shift)	2	7:00a- 10:00p							
Group Supervisor (B Shift)	2	7:00a- 10:00p							
Group Living Counselor (A Shift)	2	7:00a- 10:00p							
Group Living Counselor (B Shift)	2	7:00a- 10:00p							
Night Group Supervisor (A Shift)	1	8:00a – 8:00p							
Night Group Supervisor (B Shift)	1	8:00a – 8:00p							
Night Group Living Counselor (A Shift)	1	8:00a – 8:00p							
Night Group Living Counselor (B Shift)	1	8:00a – 8:00p							

**on-call as needed*

The roles of key staff are described below:

- **Program Manager** - The Program Manager is responsible for the quality delivery and oversight of the treatment, educational, vocational and student health and welfare services. He/she is responsible for the day-to-day site operations including program elements, staff development and training, administration, and budgeting. Master's degree in related field or Bachelor's degree with 5 years of experience serving youth with special needs and/or childhood trauma.
- **Therapeutic Manager** – Responsible for administrating, developing, and facilitating the completion of Comprehensive Treatment Plans and monitoring Treatment Plans, providing individual therapy, facilitating group therapy, monitoring treatment progress, and facilitating family intervention services. Master's degree in psychology or social work with three years of experience working with juveniles. Therapist will be Masters-level and licensed with four years of experience in human services.
- **Group Supervisor** – Group Supervisors are the lead staff on shift, exercising authority on a daily basis in order to meet operational policies and procedures. They are responsible for providing safety, supervision, and daily mentoring of youth. High school diploma or GED (Associates or bachelor's degree preferred), with 60 hours of college credit or one-year related experience including experience as a Group Living Counselor. The Night Group Supervisor supervises the Night Group Living Counselors.
- **Group Living Counselor** – Group Living Counselors are responsible for providing safety, supervision, and daily mentoring of youth. They provide an atmosphere that is supportive of the needs of the youth; monitor and document youth behaviors and activities; and participate and assist with educational, social, athletic, and recreational activities. High school diploma or GED (Associates or bachelor's degree preferred), with 60 hours of college credit or one-year related experience. The Night Group Living Counselors are awake-night staff that ensure the safety and supervision of the youth during nights.

Referrals

The Program Manager will respond to referrals within three business days of receiving all information. The Program Manager will confirm the appropriateness of placement at the ALS, based on screening, written admission criteria and the appropriateness of the youth to the treatment milieu. The screening will be conducted in conjunction with the Therapeutic Manager and will include a review of the case record, information provided by COUNTY and/or a face-to-face interview with the youth and family. If accepted, PROVIDER will communicate with COUNTY to schedule the day and time of admission.

Assessments

Upon intake into the program, PROVIDER assesses all youth to ensure strengths, needs and risks are identified. Along with a risk assessment instrument, and may utilize any of the following Clinical Assessments to determine a youth's area of risk and need: Massachusetts Youth Screening Instrument (MAYSI), How I Think Inventory (HIT), Structured Assessment of Violence Risk in Youth (SAVRY), Substance Abuse Subtle Screening Inventory (SASSI) and when needed the Trauma Symptom Checklist for Children (TSCC), Reynolds Adolescent Depression Scale (RADS), and Behavior Assessment System for Children (BASC-2). The Comprehensive Screening and Safety Tool (CSST), an evidence-based tool provided by the National Human Trafficking Resource Center (NHTRC) will be administered to Sexually Exploited Youth (SEY) by the Therapeutic Manager. The CSST includes three parts: 1) Basic Identifying Information; 2) Child Trafficking Indicator Questionnaire - to determine scope and severity of possible child trafficking case; and 3) Child Trafficking Safety Assessment Form – is intended to assist the Therapeutic Manager in ascertaining potential risks posed by the trafficker, employer or guardian to the youth, the youth's family, and to any staff working with the youth. This survivor-centered, trauma-informed, and culturally appropriate intervention tool was developed by the National Human Trafficking Training and Technical Assistance Center (NHTTAC) and draws from evidence-based practices and lessons learned from available screening instruments used by public health professionals in the fields of human trafficking, domestic violence, sexual assault, and HIV screening. As required by COUNTY, the Therapeutic Manager will re-assess youth at least every 90 days during the course of treatment.

Treatment and Case Planning

Every youth in the program receives an individual Treatment Plan which is developed through a collaborative case management and Multi-Disciplinary Team (MDT) process. In developing the Individual Treatment Plan, PROVIDER links the youth's individual risk factors with evidence-based, trauma-sensitive interventions and develop customized individual goals designed to target and lower risk and develop or build on each youth's unique skills and protective factors.

The Treatment Plan will respond to presenting issues and assessment of identified needs and prioritize and prescribe which program interventions, groups, individual therapy, education, and activities the youth will receive. The Plan will include measurable treatment goals as well as the type, frequency, and duration of interventions, which will include cognitive-behavioral groups, individual therapy, and family counseling with the use of trauma-informed principles. The interventions will be specific and measurable and will incorporate the needs of the youth, her family, and the community.

To assist in fulfilling the Treatment Plan goals, PROVIDER will employ the following procedures:

- Involvement of COUNTY, families, clinical and program staff, and youth in **Multi-Disciplinary Team (MDT) planning that** encompasses essential voices, aligns family and community goals with those of the youth.
- Through the MDT collaborative process, the clinical team shall develop a preliminary Treatment Plan within **five (5) business days** of the MDT meeting.
- The Direct Care Staff will use **Daily Progress Notes (DPNs)** that is a calibrated daily measurement of a youth's behavior as it relates to how she is fulfilling individual Treatment Plan objectives and demonstrating therapeutic gains, safe behaviors, coping and prosocial skills. DPNs are recorded in each youth's file and available to COUNTY upon request
- The **MDT will meet monthly**, in which progress on the Treatment Plan will be reviewed monthly with the youth, parent, and placing agency, and all relevant educational and therapeutic information will be conveyed upon discharge of the child.
- The Therapeutic Manager will submit a **twice monthly written report** to COUNTY regarding youth progress in their treatment, education, and the therapeutic milieu as well as any relevant health, family, and discharge planning matters.
- As part of the case management process, the Therapeutic Manager will also facilitate and coordinate the services provided by others, including schools and licensed professionals.
- We are committed to working in partnership with COUNTY, and will provide regular communication, timely reporting, and a drop-in workstation for the DJJS Probation Officer.

- The Therapeutic Manager will conduct an individualized assessment of triggers, warning signs and calming strategies for each young woman. In collaboration with a young woman's MDT, an individualized **Safety/Soothing Plan** will be created to meet her sensory modulation and soothing needs, which shall include calming and self-regulation strategies based on assessment findings and collaborative efforts. All youth practice their Safety/Soothing Plan daily, affording them vital preparation before triggering situations can develop. Should a young woman exhibit symptoms of dysregulation, the techniques and strategies articulated in the Safety/Soothing Plan will be implemented by trained staff.

Treatment Modalities

Using the assessment results, the Therapeutic Manager will develop an individualized Treatment Plan which provides specific, individualized interventions for each student to accomplish within the treatment domains. Interventions range from cognitive-behavioral groups, individual therapy or family counseling and are specific and measurable.

Cognitive-Behavioral Therapy. Groups are predominantly open-ended, allowing new students to join regardless of when they are admitted. Treatment groups that have specific start/end dates are scheduled in continuous rotations for 6–8-week sessions. Groups will be delivered by qualified licensed master-level staff. On a weekly basis, youth participate in approximately eight hours of treatment based on their prescribed Treatment Plan. Curricula may include:

- **Thinking for a Change:** This curriculum serves as the foundation for Cognitive Behavioral Therapy. CBT is a research-based, best practice that helps youth change their behavior by their thoughts.
- **Aggression Replacement Training (ART):** A growing body of research indicates the necessity of social emotional learning in the educational programming of children for them to achieve academic and behavioral success.
- **Dialectical Behavior Therapy (DBT):** DBT is a cognitive behavioral treatment that includes four sets of behavioral skills: mindfulness; distress tolerance; interpersonal effectiveness; and emotion regulation. This may be offered on an individual basis as well.
- **Seeking Safety:** Seeking Safety is a present-focused treatment for youth with a history of trauma and substance abuse.
- **Pathways to Self-Discovery and Change:** The curriculum offers a treatment model for adolescents who manifest co-occurring disturbances with substance abuse and criminal activity and engages youth in a variety of cognitive-behavioral restructuring exercises.
- **UCCI Cognitive Behavioral Interventions for Substance Abuse:** This curriculum is a cognitive based treatment approach that assists children in learning skills and strategies for avoiding substance abuse.

Psychoeducation and Support Services. PROVIDER will provide psychoeducational groups and services to provide further education, skills and strategies related to a youth's needs, which may include:

- **Resource Guides:** Eight different modules that teach gender specific pro-social skills that helps bridge the success in program with out-of-program settings such as family, school, and community.
- **Lifeskills/Independent Living:** PROVIDER will provide Life Skills classes using the ARISE Independent Living Curriculum for Residential Treatment (Arise Foundation), which specifically targets at-risk teens and young adults aging out of foster care or out-of-home placement. This curriculum will provide youth with everyday life skills to live successfully on their own, including finding and keeping a job, money and time management and making healthy choices.
- **Healthy Relationships and Sexuality:** The ARISE curriculum also includes units that discusses healthy relationships as well as health and hygiene; nutrition and exercise; STD, HIV, and AIDS prevention. Because the ALS will serve SEY, the therapists will also guide discussions regarding safe sex and sexuality that will be non-triggering to this vulnerable population.
- **Community Groups:** Community groups (also known as Positive Organizational Culture Groups) address behavioral concerns, offering cognitive behavioral interventions supported by staff and peers as well as through reinforcement of positive behaviors and recognition of character traits and accomplishments. This proactive approach enables staff and youth to discuss issues and offers relevant approaches to redirect minor/non-dangerous behaviors before they escalate to incidents of assault and escape, thus dramatically reducing the need for high level interventions
- **Animal Assisted Therapy** improves the youth's mental, physical, social, and emotional functioning. Currently ROP has certified two therapy dogs at its Sierra Sage Treatment Center program, and at The Embracing Project, a therapy dog is in the process of becoming certified. The youth will have access to the therapy dog during the weekdays at The Embracing Project, and this may be expanded to ALS.

Individual Counseling. Individual therapy is provided by the licensed Therapeutic Manager in 45–60-minute sessions, for a frequency and duration as prescribed in the Treatment Plan. The Therapeutic Manager will utilize Motivational Interviewing techniques and other evidence-based modalities on an individual basis.

In addition, licensed Therapists from **Signs of Hope** and the **Family and Child Treatment of Southern Nevada (FACT)**, provide individual therapy to PROVIDER'S youth at The Embracing Project during the week. These Therapists specialize in serving youth with a history of sexual trauma, abuse and sexual exploitation and have the capacity to provide this specialized therapy to the SEY/CSEC youth at the ALS program. These services are funded through a separate grant awarded to PROVIDER, and the cost of Signs of Hope and FACT therapists are not included in the proposed per diem. Provider shall maintain the clinical care coordination and targeted case management of youth who receive specialized individual therapy from Signs of Hope or FACT.

Family Therapy is provided either in a group setting or for individual families. Group sessions are scheduled approximately twice a month and occur during family visitation during the weekends. Individual family therapy may occur during visitation or via webinar for a frequency and duration as outlined in the treatment plan.

Medical Services

PROVIDER'S staff are aware that youth may have severe or chronic medical problems and that youth will have increased medical issues due to neglect, abuse, and the effects of trauma. Youth will never be denied access to prompt medical care, and will receive medical services that are gender- responsive, accountable, and provide rapid response to the specialized health needs of the youth. In addition, the holistic approach will focus on empowering youth with the knowledge and skills to take control of their own wellness in the areas of nutrition, reproductive health, personal hygiene, substance use and stress management. Medical services will include medical, vision and dental services, routine and emergency care, prescription medication management, vision/optometric services, laboratory, x-ray, and pharmaceutical services. PROVIDER will request prior approval by the appropriate placement department and parents/guardian prior to receiving medical, dental, optical treatment and/or psychological services. Insurance information for each youth will be provided by COUNTY and may include Medicaid or private insurance. Insurance information and approvals for services will be documented in the youth's case record.

Through a grant awarded to PROVIDER, the Nevada Health Center Mobile Medical Unit provides free, specific medical services at The Embracing Project. Through this program, community members and PROVIDER'S youth (including ALS youth) are eligible for services on-site and do not need to wait for doctor appointments.

Mental Health/Psychiatric Care

PROVIDER will contract with a licensed Child and Adolescent psychiatrist to provide general psychiatric care, including assessment, diagnosis, case consultation, medication evaluation, medication management, and documentation. The psychiatrist may provide case consultation as required and will be available for after-hours and emergency consultations. PROVIDER recognizes that it shall request prior approval by the parent/guardian and COUNTY for psychiatric services to be provided on behalf of a youth.

The Therapeutic Manager will provide intensive clinical support, 24-hour on call crisis intervention within their scope of practice, safety planning and technical assistance to direct care staff. Suicide prevention services are guided by PROVIDER'S written and approved **Suicide Prevention Plan**, which details prevention procedures and protocol to keep all young women safe at ALS. Each staff member is trained on suicide prevention and implementation of the Plan, which is reviewed annually. Suicide assessments are conducted at intake during the clinical interview, and if identified through alert processes as having elevated suicide risk factors, youth will be placed on Suicide Risk Alert under constant staff observation.

If a youth is actively suicidal, making suicide attempts, gestures, or statements, Therapeutic Manager must complete an assessment to determine if the youth meets criteria for acute psychiatric hospitalization. The Therapeutic Manager must provide the assessment to COUNTY within 24 hours.

Medication

PROVIDER follows the appropriate measures and standards to ensure adherence to proper medication management protocol. The staff that are responsible for storing medication, supervising the youth taking medication, transporting medication from the pharmacy, and destroying medication receive eight hours of training at pre-service and annually.

The licensed medical practitioner, including Medical Doctor, Physician Assistant, Dentist and Psychiatrist will prescribe medications in accordance with professionally recognized and nationally accepted guidelines for the care of children and adolescents. For youth taking psychotropic medication or who are prescribed psychotropic medication while in care, confirmation and/or authorization must be obtained prior to the start of any new medication or previously unauthorized dosage.

PROVIDER'S procedures must be compliant with licensing and CARF standards which allow for the proper handling, safe storage, administration and disposal of medication and medical supplies. PROVIDER will administer medications in accordance with direct line-of-sight observation protocol and will document administered medication on the Medical Administration Record (MAR) medical log and place in the youth file, in accordance with State statute and licensing protocols. The MAR shall include the youth's name, medication name, dosage, frequency of dosage, reason given and all unusual side effects. Prescribed and non-prescribed medications shall be stored behind two locked barriers which shall be secured and inaccessible to youth or unauthorized staff. Storage of medications shall be at room temperature unless special requirements are needed.

Education and Job Training Services

PROVIDER will provide Clark County School District-approved, accredited education to ALS youth at The Embracing Project, five days a week and through a structure that is conducive to the high needs of this population. Through an existing Cooperative Agreement between the Clark County School District Department of Adult Education, The Embracing Project is a designated satellite site for the Department of Adult Education Diploma program for non-high school graduates who wish to pursue the Adult Standard Diploma and/or the HSE certificate. Through this Cooperative Agreement, a Nevada licensed teacher is on-site at The Embracing Project 3 hours/2 days a week, to provide direct, in-person instruction.

Youth who are not on the Adult Education Diploma track will participate in virtual/on-line high school education through **Nevada Learning Academy** to continue to accumulate Nevada high school credits. The courses follow a traditional academic semester-based calendar and are led by highly qualified instructors. Students access the course material online, submit all assignments electronically and attend weekly teacher-led online activities.

- PROVIDER'S direct care staff will provide supervision to youth during the school schedule and will designate time during the evenings for tutoring and homework.
- The Program Manager will facilitate academic support and consultations as identified in the youth's Individual Education Plan or 504 and will notify the Probation Officer when an IEP/504 meeting is scheduled.
- The Program Manager will be the liaison between Clark County School District and the program and will ensure report cards and credits gained are reported in the youth file.

Job Readiness and Vocational Training. Research indicates that creating interest in careers, and securing resources to fulfill that interest, is one of the most effective ways of preventing youth from dropping out of school, reducing recidivism, and increasing a successful transition into the community. Therefore, PROVIDER will focus on pre-vocational and vocational skills that have high job placement potential in Clark County and will enhance employability and occupational advantage for the young women through:

- Assessing career interests and job readiness
- Creating an **Academic and Career Portfolio** which will include a resume and cover letter;
- Providing workforce education, such as **Tools for Workplace Success** curriculum;
- Practicing "soft skills" such as **interviewing** and **resume writing**;
- Identifying each youth's vocational goals and integrating goals into their **Treatment Plan**;
- Providing **vocational training** through **Ingenuity**, an on-line courseware with dozens of vocational courses including Accounting, AV Production, Certified Nurse's Aide, Computer Programming, Culinary Arts, Drafting and Design.
- Effective transition and discharge planning that includes education, post-secondary and employment options for youth.
- Receiving on-going support and scholarships through Passageway Scholarship Foundation.

Recreation and Leisure Activities

The young women's unique recreational, athletic, and extracurricular interests will guide this element of their programming. Research surrounding adolescent health has consistently shown that physical exercise reduces feelings of depression and anxiety and promotes psychological health. Research also shows that justice-involved youth have limited skills in using leisure time in a healthy way.

PROVIDER understands that athletic achievement, teamwork, and personal development dramatically increase a young woman's protective factors and promote personal well-being. Guided by a staff member trained in the recreational activity, ALS will offer activities designed to promote relaxation, relieve stress, and provide Positive Youth Development by fostering a sense of belonging and by facilitating the formation of healthy relational values. PROVIDER offer a balance of active athletic opportunities—such as volleyball and basketball—as well as stimulating low-impact pursuits—such as yoga, book club and art. Within Clark County, recreation and leisure activities include Red Rock Canyon State Park hikes, the Police Athletic League, Mount Charleston Recreation Area, Lake Mead Recreation Area, the Valley of Fire, numerous community centers with various activities, water activities at Lake Mead, artistic exploration at the Downtown Art District, botanical appreciation at the Springs Preserve, the Boys and Girls Club, and the YMCA.

Each young woman's Wellness Plan will guide and empower her to establish her own goals for health, fitness, solitary leisure, competitive activity, and pro-social group experiences. Goals include, but are not limited to improving body image, exercising imagination, having fun, learning, and practicing self-acceptance, and developing healthy cognitive habits.

Food and Nutrition

PROVIDER has long valued healthy nutritious food and embraces "cooking from scratch" initiatives proposed by dietitians and health experts. Nutritious food helps youth learn healthy eating habits they can use throughout their lives, prolongs youth's attention spans, and enhances their physical and psychological development. Youth and staff look forward to mealtime to eat, relax and enjoy each other's company. Breakfast, lunch, dinner, and healthy snacks are served each day, as planned in the approved Daily Schedule.

Three daily meals and a snack are provided by PROVIDER'S staff using the on-site kitchen, following four- week cycle menus to provide the youth with a variety. These menus are based on analysis by nutritional software to ensure Recommended Daily Allowances, calories, fats, and other needs are met and contain choices that are flavorful and attractively presented. In addition,

PROVIDER'S cycle menus have been approved by a nutritionist and confirm to the National School Lunch and Breakfast requirements. There is a youth allergy list posted in the kitchen. The menu planning will also respond to religious needs and special medical diets as prescribed by physicians by providing substitute menu items whenever possible.

Clothing, Linens and Personal Hygiene

PROVIDER ensures each youth has clean, well-fitting clothing that is appropriate for the activity of the youth. Youth may wear personal clothing of choice that is similar in appearance, quality, and quantity to that worn by other youth in the community, while meeting prudent parent and dress code standards.

PROVIDER will periodically conduct an inventory of each young's clothing to ensure clothing is adequate during their residential stay, and upon discharge. Inadequate clothing supplies will be reported to the Probation Officer, and when clothing shows signs of wear or tear, it will be replaced immediately. Each young woman will have a check list of personal items documented in their case file to verify ownership.

PROVIDER is also sensitive to providing each youth with a therapeutic environment that is safe, trauma- informed and avoids re-traumatization. For CSEC, abused and highly traumatized youth, personal clothing that was worn during their trafficking or purchased by their traffickers or abusers may trigger re-traumatization. PROVIDER will have an inventory of school clothing at the ALS that may be issued to the youth, which empowers them to physically separate themselves from the reminders of past abuse.

In addition, youth will have the responsibility of maintaining their personal belongings, clothing, and hygiene items within their closet space. Guidance in caring for and the upkeep of personal belongings will be reviewed with the youth during daily chore activities in accordance with prudent parent standards.

Bedding and Laundry. Clean and suitable bedding, including linens, pillowcase and sufficient blankets will be provided to all youth to provide comfort under existing temperature controls. There will also be a provision for linen exchange at least weekly and bedding will be changed a minimum of once a month. In addition, inner clothing, socks, and towels will be changed and laundered daily. Outer clothing will be changed at least three times a week. There will be additional clothing, linen, and bedding than needed at any one time, so there is no delay in replacing items that are lost, destroyed, or worn out.

Hygiene Items. Upon arrival, all young women will receive personal hygiene articles, including soap, toothbrush, toothpaste, comb, toilet paper, facial tissue, lotion, shampoo, conditioner, shaving products and deodorant in a non-aerosol container. Feminine hygiene products will be provided as appropriate. Personal hygiene items for minority youth will also include culturally appropriate items for example, hair gel and a hair pick.

Issuance and replacement of hygiene items follow a prudent parent standard, with our staff gauging and asking if a youth needs additional or new hygiene items. Additionally, a youth may request additional or replacement items at any time. Haircuts will be scheduled and made available to youth.

Transportation

PROVIDER will provide vehicles at the ALS to meet the range of youth transportation needs. PROVIDER shall be responsible for meeting each youth's transportation needs between referral and discharge including safe transport to court hearings, parole hearings, non-emergency medical/dental appointments, counseling/mental health, community service, social and recreation activities.

Staff members will be placed on an eligibility driver's list that will be supported by qualifying documentation. These requirements will include proof of a driver's license, and an updated and annually reviewed driving record. Only staff members that possess a valid driver's license will be eligible to transport students. All staff responsible for transporting youth shall receive training in effective and safe transportation.

Family Involvement

Family involvement and collaboration is critical to the youth and to the treatment process. PROVIDER will engage parents/guardians and other family members from the admission process and continue to work with them throughout the program and through their child's discharge. PROVIDER works with parents in the following ways:

Admission. Parents are involved during admission and after. They are apprised during by the Program Manager or Therapist about what services will be provided to their child and the reasons for services. Parents receive information about the program detailing where their child is, what their day will be like, what is expected of them, what their rights are, what the visitation, mail and telephone policies are. PROVIDER will partner with parents and obtain their input and recommendations on the needs of their youth. This information will be incorporated into the Treatment Plan. The parents will have a voice and an active role in the treatment services of their youth. Parents will be encouraged to ask questions at any time during their youths' placement.

Treatment Planning. As an element of the individual treatment plan PROVIDER develops a family visitation plan that is approved by the placing agency. As appropriate, the Treatment Plan is created in collaboration with the students, placement officials and parents. Copies of the plan are sent to both placement officials and/or parents for their signature. Treatment Plans are reviewed every 30 days and updated as needed based on a youth's progress or regress in the program. The Therapeutic Manager will also maintain regular communication with the youth's family through e-mail or telephone each week regarding the youth's progress.

Parent Communication. The Group Living staff encourages parents to keep in contact with their child during their program stay. Contact can be letter writing, telephone calls or personal visits. Parents may call any time although they are asked to call in the evenings when the likelihood of their child being readily available is greater. Students are also allowed to call their parents at least weekly.

Visitation. We recognize the importance of family connections and establishing permanency during the treatment process. PROVIDER encourages families to fully participate in the youth's treatment planning and program and welcomes family members to attend visitations, special events, holiday parties, parent teacher conferences as well as other events that serve as an opportunity for family engagement. In addition, home passes allow the students to reconnect with their family and community, while accomplishing required goals assigned by their Therapeutic Manager.

Video Conferencing. Staff will also provide videoconferencing as another method to encourage communication between parent and child. In some cases, students meet with their family and a PROVIDER'S staff via video or web camera to work through a variety of issues while they are in placement.

Therapeutic Services. PROVIDER provides parent education and therapeutic services, as prescribed, by the Therapeutic Manager. Our goal-directed services to each family will seek to improve parenting practices, empowering the family to solve future difficulties, and providing access to resources to ensure sustainability of positive results.

Trauma-Informed Care in Behavior Modification Practices

PROVIDER'S behavior management system follows the recommendations of the National Child Traumatic Stress Network by providing a safe, trauma-sensitive, and supportive structure while fostering relationships between experienced, competent, and caring staff and youth. It is also consistent with our goal of creating a trauma-focused and restraint-free environment for youth. The objective is also to provide comprehensive behavioral supports to proactively address behaviors before they escalate through a behavior management system that is designed to:

- Promote safety, respect for self and others, fairness, and protection of rights within the trauma-responsive environment;
- Provide skill-based positive incentives and discipline to encourage youth to practice new behaviors, thereby reducing the likelihood to reoffend
- Provide immediate feedback, and clearly state connection between negative behavior and sanctions given;
- Engage staff in role modeling, using positive verbal reinforcement, and promoting alternative pro-social means for youth to meet their needs.
- Work collaboratively with youth and MDT to provide individualized behavior management, aligned with the treatment plan.

PROVIDERS behavior management system is integrated with its treatment services to provide highly individualized responses based on the trauma history, risks, needs and acuity of each youth. Behavior management has a learning and treatment objective: fostering skill development; understanding logical consequences to a behavior; and accountability.

Positive Reinforcement and Logical Consequences. PROVIDER'S proactive behavior management system will utilize the powerful influence of reinforcers to increase prosocial behaviors and newly learned self-regulation skills, while reducing negative behaviors that detract from a youth's ability to progress in their Treatment Plan. Positive reinforcement and logical consequences are used to reward/reprove behaviors based on the behavior being exhibited. Examples will include:

- **Positive Reinforcement:** PROVIDER will utilize consistent privileges and positive reinforcement techniques (including 1:5 reinforcement ratio) that are relational and allow youth to gain, practice, and master new skills and competencies. Examples of positive reinforcement include progression in status which allows a youth more frequent outings, movie time, etc.;
- **Logical Consequences:** Logical consequences are consequences applied by staff that are directly related to the behavior that occurred. These can include loss of privileges, suspended status, disciplinary reviews, etc.

The Code of Conduct, program rules, and the stated consequences for not meeting these expectations will be provided to the youth upon orientation to the program via the Student Handbook and posted at the ALS in an area which will be accessible by youth. The approved behavior management system will be administered consistently, fairly, and predictably, with all forms of consequence directly related to a program rule violation. Using trauma-responsive, age appropriate, and developmentally appropriate sensitivity, ROP staff will explain the reason for the consequence in advance of issuing the discipline, thereby linking the behavior with the consequence, and fostering skill development and accountability.

Force Field Analysis. PROVIDER uses a process called **Force Field Analysis**. This is a calibrated daily measurement of a youth's behavior as it relates to how they are fulfilling individual service plan objectives and demonstrating prosocial skills. The FFA system includes the following:

Daily behavioral feedback is necessary for traumatized and dysregulated youth, as a youth's ability to both heal from trauma and to self-regulate is heavily dependent on their recognition of what constitutes a healthy emotional and behavioral response.

- *Green* indicates a youth who is consistently demonstrating prosocial skills in all aspects of the program and is meeting objectives on the Individualized Treatment Plan;
- *Yellow* indicates the youth is demonstrating prosocial skills in some aspects of the program and meeting some objectives on the Individualized Treatment Plan;
- *Red* indicates a youth is not demonstrating prosocial skills, and not meeting objectives on the Individualized Treatment Plan.

Behavioral Milestone System. Progression through the program is reflected in our milestone system. Unlike a hierarchical competition between youth, milestones are individualized and based on the youth's needs, relating directly to the youth's ability to demonstrate new therapeutic and coping skills, understand the treatment plan, and stabilize behaviors.

- *Intern* is the status that demonstrates commitment to follow the milieu's basic rules and norms. Interns have begun to identify trauma triggers, counterproductive responses, maladaptive behavior patterns, coping skills and strengths. Interns are eligible for some special group activities.
- *Contributor* demonstrates a commitment to practice new skills with staff guidance. The youth willingly accept and receives feedback from others, and role model their commitment to the rules and norms of the program;
- *Mentor* status contributes to the program environment through role modeling and leadership. These youth embrace personal successes, strengths, and assets. They demonstrate an ability to communicate their areas of continued struggle, successful coping strategies and interventions, and future goals. They are also able to propose and organize activities such as special activities, video game night, etc.

Proactive Levels of Intervention. PROVIDER places high value on staff and youth engagement and relationships, which reduces incidents, injuries, and the use of restrictive interventions. Staff make every effort to prevent crises from occurring, de-escalate crises that do occur, and implement established procedures to avoid engaging in anything that may re-traumatize a youth in placement.

PROVIDER must adopt and train all direct care staff on Safe Crisis Management principles and techniques for emergency intervention. Staff intervention levels will follow a progression of prevention, verbal and non-verbal communication, signs and symptoms of escalation and conflict, de-escalation techniques, nonphysical intervention, safe physical intervention, and post-crisis restoration of the relationship.

- *Nonverbal* is a helpful gesture or facial expression to stop the problem at the onset. A staff identifies the area of concern and addresses it an effective nonverbal intervention that is polite, respectful way of redirecting a youth's behavior;
- *Verbal helpful* is a verbal inquiry or statement prompting the youth to change that behavior. It is a polite, respectful verbal inquiry at can be phrased in a "yes or no" question or simple statement;
- *Verbal concerned* is accomplished by tactful assertiveness or a serious facial gesture which is offered to make the youth aware that their behavior is of concern;
- *Alternatives.* Staff members are trained to recognize and respond to signs that a youth may need alternatives to maintain emotional regulation, pursuant to a Safety/Soothing Plan;
- *Refocus Program.* Based on decisions made in the previous levels, if the youth choose not to accept an alternative intervention, she has made the choice to continue her program elements in the Refocus Program, a special set of trauma-responsive treatments and interventions developed in tandem with the MDT.

- Intervention call. When a youth becomes escalated and creates an unsafe or potentially unsafe situation, an intervention call will be made to help defuse the situation. At any time during the Proactive Intervention process, a staff member can place an intervention call if a youth is creating an unsafe situation or needs immediate assistance in redirecting a youth safely and appropriately;
- When it is determined the youth continues to present an immediate danger to herself or others after verbal de-escalation attempts have failed, staff shall apply the least restrictive method prescribed by Safe Crisis Management, following all policies and protocols.
- Finally, staff prioritize debriefing after every crisis to facilitate identification of patterns and triggers, and to prevent crises from reoccurring. This debriefing also helps foster resilience, restores relationships, and assists the youth to develop successful coping skills.

Discharge Planning

The final phase in the treatment planning continuum is discharge planning. PROVIDER'S discharge planning will not be a single event, but a process that originates at admission and is developed, monitored, and modified throughout a youth's residential stay. Family engagement is a critical component of a successful transition; the Therapeutic Manager is responsible for partnering with all youth and their families in all aspects of decision-making planning and preparation for a youth's return to home, community, or step-down placement. Every youth will receive transitional services, which will include a transition/discharge plan in advance of discharge, with individualized services and community services identified in conjunction with COUNTY. The services will begin when a youth within 30 to 45 days of discharge. The Therapeutic Manager will work and coordinate with the youth, families, other staff and the Probation Officer to prepare youth for discharge and finalize transition planning.

Removal. PROVIDER understands from time-to-time a youth may need a higher level of care to protect their safety and the safety of others. Should a youth's behavior escalate to the level that the ALS can no longer appropriately meet their needs, PROVIDER will coordinate with COUNTY on the removal of the youth. PROVIDER will permit the removal of any youth in the care of COUNTY when so requested, and understand that removal of a youth from placement may be initiated by COUNTY, PROVIDER or based on a court order – and will be coordinated through the Probation Administration to ensure a seamless transition.

Local Resources

PROVIDER'S staff serves on numerous community taskforces, committees, and non-profit boards that work to address sexual exploitation and human trafficking. TEP routinely provides training for community partners who seek to work with this special population. Key staff and community partners and their roles and responsibilities include, but are not limited to the below:

Agency Name	Description of Collaboration/Roles & Responsibilities
Child Advocacy Center	Identifies sexual exploited youth and young adults and provides referrals to TEP
Clark County Courts	Collaborates with TEP staff to provide court advocacy and support for victims during their hearings. Also provides referrals to TEP.
Clark County Juvenile Public Defender	Provides victim referrals, plan development and collaboration for services along with their social work department.
Clark County Department of Juvenile Justice	Provides referrals and case information about SEY victims involve in DJJS.
Clark County District Attorney and Juvenile District Attorney	Coordinates with system advocates and attorneys to accompany victims in court, notify victims of upcoming cases. etc. Provides victims referral and helps coordinates groups at Child Heaven to assist minor victims involved in the child welfare system.
Department of Child and Family Services and Youth Parole and Probation	Contract with TEP to provide services for victims of sexual exploitation in state custody.
Juvenile Diversion Court, Eighth Judicial District Court	Provides referrals to TEP Purple WINGS mentoring program.
Las Vegas Metropolitan Police Department VICE Unit	Provides 24-hour law enforcement response on human trafficking cases. Provides Public Safety response to TEP. Provides referrals to TEP.
Project 150	Provide food and clothing for interviews and court appointments
Signs of Hope	Provides 24-hour crisis response to law enforcement on human trafficking cases. Provides onsite individual and group counseling services to TEP clients.
The Salvation Army, SEEDS OF HOPE	Provide services to victims of human trafficking in the C4P Work with advocates to coordinate services.
Substance Treatment Education Program (STEP) Court. Eighth Judicial District Court	Provides referrals to TEP Purple WINGS mentoring program.

In addition to these partnerships, PROVIDER will utilize local resources to ensure rich services and programming to youth, including:

- Boys and Girls Club
- YWCA
- St Joseph Roman Catholic Church
- Iglesia Manatíal de Ministerios
- The Crossing
- The Shade Tree
- The Rescue Mission
- 3 Square
- Project 150
- The Animal Foundation
- The Center (LGBTQIA+ resources)
- Police Athletic League
- Atomic Style Hair Salon

EXHIBIT B
ALTERNATIVE LIVING SERVICES - GIRLS PROGRAM
INSURANCE REQUIREMENTS

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

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

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER		CONTACT NAME:	
1. INSURANCE BROKER'S NAME		PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	
ADDRESS		FAX (A/C No.): BROKER'S FAX NUMBER	
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A:	
2. PROVIDER'S NAME		3.	
ADDRESS		Company's	
PHONE & FAX NUMBERS		Best	
		Key Rating	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.	X					MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000

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

8. CBE NO. 605939-21; ALTERNATIVE LIVING SERVICES - GIRLS PROGRAM.**9. CERTIFICATE HOLDER****CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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 INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 605939-21, entitled ALTERNATIVE LIVING SERVICES - GIRLS PROGRAM;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

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

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

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

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

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

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

Business Associate Agreement

This Agreement is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316, as applicable.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required "Unsuccessful Security Incidents" shall include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.
- (b) When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services,

- (iv) To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable,

Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: Lawrence W. Howell

JESSICA COLVIN
CHIEF FINANCIAL OFFICER

Title: Executive Director

Date: _____

Date: 