

AMENDMENT NO. 1
CBE NO. 605897-21
INDEPENDENT LIVING PLACEMENT OR EMERGENCY SHELTER SERVICES

THIS AMENDMENT is made and entered into this ____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and NEVADA HOMES FOR YOUTH, INC. (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 605897-21, entitled "Independent Living Placement or Emergency Shelter Services" dated November 10, 2021 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Witnesseth, 1st Whereas, Page 1:

ORIGINALLY WRITTEN:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$400,000, including all travel, lodging, meals and miscellaneous expenses; and

REVISED TO READ:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$2,000,000, including all travel, lodging, meals and miscellaneous expenses; and

2. Section I, Term of Contract, Page 1:

ORIGINALLY WRITTEN:

COUNTY agrees to retain PROVIDER for the period from July 1, 2021 through June 30, 2022, subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

REVISED TO READ:

COUNTY agrees to retain PROVIDER for the period from July 1, 2021 through June 30, 2022, 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. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

3. Section II, Compensation and Terms of Payment, Subsection A, Compensation, Page 1:

ORIGINALLY WRITTEN:

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$400,000. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

REVISED TO READ:

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, not-to-exceed amount of \$2,000,000. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

4. Exhibit A, Scope of Work, to be removed in its entirety and replaced by revised Exhibit A, Scope of Work, contained in this Amendment No. 1.

5. The revisions contained herein are effective as of July 1, 2022.

This Amendment No. 1 represents an increase of \$1,600,000.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

PROVIDER:
NEVADA HOMES FOR YOUTH, INC.

By: _____
JESSICA COLVIN
Chief Financial Officer

By: _____
RON MOORE
Executive Director

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

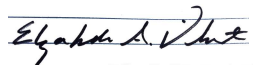
By: _____
ELIZABETH VIBERT
Deputy District Attorney

EXHIBIT A
INDEPENDENT LIVING PLACEMENT OR EMERGENCY SHELTER SERVICES
SCOPE OF WORK
(Revised per Amendment No. 1)

1. **Purpose**

This Scope of Work (SOW) is for the PROVIDER to provide Independent Living Placement Services to include supervision, transportation, room and board and other services necessary for the health, safety, and well-being of at-risk-youth referred by the Department of Family Services.

2. **Provider Responsibilities**

The PROVIDER shall:

- A. PROVIDER shall have a written individualized and customized Treatment Plan for each child/teen in place to provide therapeutically appropriate services, staffing, and support to Home in reducing barriers in caring for and supporting any children placed in Homes. This includes:
 - 1. Arranging for or providing support for the provider in order to access the appropriate intensity of services required to include educational, medical, dental, mental health, psychological, psychiatric, and medication management services.
 - 2. PROVIDER will submit to COUNTY the following items to support the treatment plan to provide adequate services, staffing, and support.
 - a. Provide staffing plan and plan for support of Home.
 - b. Provide comprehensive list of services used by PROVIDER for mental health, health, psychological, psychiatric, and medication management to be approved by COUNTY's case manager.
 - c. Provide copies of Referrals for Service agreements and any other related agreements as well as progress reports regarding treatment services.
- B. Comply with national, state and local licensing regulations and standards for emergency shelter care services and long-term placement facilities during the term of this Scope of work. All PROVIDER employees shall comply with national, state and local licensing regulations and standards prior to the date of hire.
- C. Provide adult supervision twenty-four (24) hours per day when youth are placed by COUNTY in PROVIDER'S facility.
- D. Provide twenty-four (24)-hour on call crisis intervention, case management services, technical assistance to and supervision of all direct care staff.
- E. Provide crisis intervention training to ensure that all staff are competent to handle a crisis situation, provide necessary services to children and complete incident reports.
- F. Maintain procedures for crisis intervention that address de-escalation, stabilization and/or referral and linkage to appropriate community resources and services and for COUNTY Notification and documentation of every crisis event and response in child's record.

Crisis and emergency incidents include, but are not limited to the following:

- 1. Adverse drug reaction
- 2. Allegation of abuse
- 3. AMA discharge
- 4. Any fire or explosions which occur in, on, or around property
- 5. Hospitalizations
- 6. Child to child aggression resulting in injury
- 7. Communicable disease reported to caregiver
- 8. Contraband, including, but not limited to, alcohol, controlled substances, and weapons
- 9. Death of child or household member
- 10. Elopement/runaway
- 11. Excessive school truancy, suspension, or expulsion
- 12. Fall with significant injury including, but not limited to, fractures and/or major trauma
- 13. Injury or illness resulting in hospitalization
- 14. Law enforcement involvement or any commission of crime
- 15. Medication error

16. Injury to child or household member
 17. Poisoning
 18. Property damage or loss over \$100
 19. Repeated or excessive threats of harm to self and/or others
 20. Physical restraints
 21. Locked seclusions
 22. Substance abuse or possession of illegal substances by any child or household member, including utilizing any over the counter remedies used for purposes other than what is intended.
- G. Notify the COUNTY of any runaway and missing child in compliance with the statewide policy 0210 "Missing and Exploited Child" so that appropriate screenings and assessments can occur.
 - H. Submit a written report (Attachment 2) to COUNTY, in a format approved by COUNTY, regarding any of the above-mentioned incidents twenty-four (24) hours after the incident, accident, or injury. Report shall be made in a format provided by COUNTY and may be required to be written on paper, e-mail, or electronic submission to parties as designated by COUNTY. Reports must include, but are not limited to the following items:
 1. Date and time of the incident, accident, or injury.
 2. Any action taken as a result of the incident, accident, or injury.
 3. The name of the staff or Foster Care Home who completed the written report.
 4. All witnesses to the incident, accident, or injury.
 5. The name of COUNTY'S case manager who was notified of incident, accident, or injury.
 6. Any additional items determined necessary by COUNTY.
 - I. Ensure youth receives COUNTY-approved medical and mental health services including routine and emergency medical, dental, optical, mental health, psychological, psychiatric provided by a qualified professional.
 - J. Comply with all statutes and regulations governing the provision of medications. Provide medication management services for each youth placed, including dispensing of medication as prescribed by a medical provider and FDA approved over-the-counter remedies used for temporary medical conditions. PROVIDER shall not prescribe or administer, or allow for the prescription of, psychotropic medication for any youth in COUNTY custody without the express written consent of the Person Legally Responsible for the prescription of psychotropic medication to the youth.
 - K. Agree to store medication prescribed and non-prescribed in a locked area and maintain a medication log that shall include name, dosage, frequency of dosage, reason given and all unusual side effects. PROVIDER shall comply with the provisions of NAC 424.560 and NRS 424.0385 for the administration and/or storage of medication.
 - L. Provide transportation services or means for transportation (e.g. provide bus passes) to each youth for necessary appointments including but not limited to court hearings, medical, dental and counseling/mental health appointments as well as to employment, specific social, recreational and community activities.
 - M. Ensure youth participation in social, recreational and community activities.
 - N. Coordinate and facilitate services provided by others, including schools, licensed professionals, assigned DFS staff and other stakeholders.
 - O. Assist with attainment of educational goals, such as assisting with transportation to school of origin or school of choice and provision of tutoring. PROVIDER shall facilitate academic support as identified via the Individualized Educational Plan (IEP) or school consultations.
 - P. Participate as a team member at team meetings with COUNTY-assigned staff to jointly identify and evaluate the youth's needs to develop and implement the case and Independent Living Plan. These meeting are held monthly basis or more frequently upon request of COUNTY.
 - Q. Assist youth in implementation of the Independent Living Plan as developed by the youth in conjunction with COUNTY.
 - R. Have regular contact with the assigned COUNTY staff member, including face to face contact, to evaluate the youth's progress with his/her Independent Living Plan.
 - S. Provide monthly progress report to the assigned COUNTY staff member relating to functioning levels, strengthening skills as listed in the youth's case and Independent Living Plan.
 - T. Ensure reasonable contact with siblings and parents/guardians in accordance with case plan.

- U. Work with COUNTY to plan and carry out appropriate plans for the discharge of youth from PROVIDER's facility, including preparing youth for discharge. PROVIDER acknowledges and agrees that PROVIDER shall not discharge a youth for those behaviors for which they were referred except for those behaviors the PROVIDER would normally exclude youth at intake or when behavior is escalating and creating a significant danger to the youth or others.

3. COUNTY Responsibilities

The COUNTY shall:

- A. Provide the PROVIDER with insurance information for youth placed in facility. This may be a State of Nevada Medicaid card, youth's Medicaid number or other medical coverage at time of placement.
- B. Visit the youth placed with PROVIDER at least monthly. COUNTY staff will assess the youth's needs and determine if the youth is receiving adequate care in accordance with his/her needs.
- C. Have regular contact with PROVIDER to evaluate the youth's progress with the youth's Independent Living Plan.
- D. Include PROVIDER as a team member with youth and COUNTY to jointly identify and evaluate the youth's needs to develop and implement the case and Independent Living Plan.
- E. Notify PROVIDER when any of the following events occur with the parents, guardians or primary caregiver of youth supervised by COUNTY and in the care of the PROVIDER: death, serious illness or accident.
- F. Work together with PROVIDER to plan and carry out appropriate plans for the discharge of youth from PROVIDER's facility. COUNTY shall furnish the PROVIDER with the information needed to adequately prepare the youth for his/her discharge and subsequent placement.

4. Compensation/Terms of Payment

- A. COUNTY agrees to pay PROVIDER up to and not to exceed \$400,000 for services outlined in Section 4 above. Provider shall submit monthly census invoices (Attachment 1) to COUNTY'S authorized designee for reimbursement.

Description of Service	Rate Per Person Per Day
Independent Living/Emergency Shelter	\$118.00

All Foster Care Rates include the costs of clothing and personal incidental allowances. Room, Board and Services includes the cost of housing, furnishings, utilities, food, any/all personal hygiene supplies and non-medical transportation and for the substance abuse, delinquency and behavioral services. The following chart shows the minimums for the calculated costs of **Clothing and PI allowance** that is to be deducted from the reimbursement payment of monthly room, board and services and used or given to the child for clothing and personal use.

Room, Board & Services (30-31 days)	Monthly Clothing	Monthly Personal Incidentals
\$3,461.75 - \$3,579.75	\$56.25	\$22.00

- B. COUNTY shall pay PROVIDER the agreed upon daily rate for an empty bed ("bed hold") for up to four (4) days per episode given that the requirements for a bed hold have been met.
- C. Placement interruption that created the empty bed is due to the child's hospitalization, temporary placement in a residential treatment center or juvenile detention facility with a defined discharge date or for a runaway situation.
- D. PROVIDER agrees and is committed to taking the child back into the Foster Care Home when the reason for the placement interruption no longer exists.
- E. PROVIDER must request a bed hold from COUNTY's Placement Team within two (2) business days of placement interruption. Request shall be made in a format provided by COUNTY and must be submitted by e-mail.

- F. PROVIDER agrees to submit a monthly census invoice, in a format approved by COUNTY, for children in care.
- G. PROVIDER shall submit a census invoice by the 1st of the month (for the prior month's services) and upon request by COUNTY for children in placement by email to DFSPPlacementAdmin@ClarkCountyNV.gov.
- H. COUNTY shall pay PROVIDER during the first week of the month on the same schedule as regular foster care payments.
- I. If the SOW is terminated prior to the completion of the services, the COUNTY will only make payment for the actual services rendered and completed.

5. **Records/Background Check:**

- A. PROVIDER agrees that the COUNTY shall complete a background check on all employees, volunteers, mentors, or contracted staff engaged in providing services under this SOW within thirty (30) days of the execution of this SOW and prior to any direct contact with children.
- B. A complete background check will include having the individual's information (i.e. demographics, fingerprints) searched through the following databases:
 - 1. NCIC (National Crime Information Center),
 - 2. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - 3. CANS (Child Abuse and Neglect Registry Search in Nevada and in any state the employee has resided during the last (5) years).
- C. COUNTY requires that a PROVIDER or an employee of a PROVIDER shall not have any of the criminal convictions, charges or pending charges listed below:
 - 1. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
 - 2. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
 - 3. Assault with intent to kill or to commit sexual assault or mayhem;
 - 4. Battery which results in substantial bodily harm to the victim;
 - 5. Battery that constitutes domestic violence that is punishable as a felony;
 - 6. Battery that constitutes domestic violence, other than a battery described in subparagraph (e), within the immediately preceding 3 years;
 - 7. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
 - 8. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
 - 9. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
 - 10. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
 - 11. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
 - 12. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (k), within the immediately preceding 3 years;
 - 13. Abuse, neglect, exploitation, isolation or abandonment of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct; or
 - 14. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years.

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

- D. PROVIDER will provide COUNTY with a list of Employee(s) assigned to perform the task outlined in this SOW within fourteen (14) calendar days from written notice of award. This list shall be e-mailed and scheduled with the COUNTY's Human Resources at DFShumanresources@clarkcountynv.gov.
- E. PROVIDER is fiscally responsible for the costs of processing the Background Check at the rate stated in Attachment 3, Out of State Child Abuse and Neglect Search Fees & Requirements. The fee rates may vary and are subject to change without notice.
- F. Should there be a negative result of unsatisfactory outcome of the criminal records check, COUNTY reserves the right to either waive that person, or not allow that person to interact with the children, nor provide services to COUNTY.
- G. Failure to complete background checks on all employees engaged in providing services under this agreement will result in suspension of services and or termination of agreement.

Attachment 1
Nevada Homes for Youth
525 So. 13th.
Las Vegas, Nevada 89101
702/ 380-2889 Fax 702/ 389-2893

Census/Invoice Date:

[illegible]

ATTACHMENT 2 INCIDENT REPORTING FORM

Nevada Homes for Youth

535 S 13TH St
LAS VEGAS NV 89101
Phone: (702) 380-2889

Instructions: This form should be completed when an incident occurs involving a child in foster care. The completed form must be sent to the following recipients no later than 24 hours after occurrence:

- 1) DFS Caseworker
- 2) DFSHLOCPlacement@clarkcountynv.gov

Section I			
Name of Home:			
Address of Home (Street Address, City, State and Zip Code):			
Phone Number of Foster Home (Include Area Code):			
Date of Report (MM/DD/YY):			
Name of Foster Parent or Staff Reporting:			
Name of Youth Involved in Incident:			
Name of Youth's Caseworker:			
Date of Incident (MM/DD/YY):	Time of Incident: <input type="checkbox"/> AM <input type="checkbox"/> PM		
Please select the primary Incident Category: <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <input type="checkbox"/> Abuse of youth (suspected or actual) <input type="checkbox"/> Adverse drug reaction <input type="checkbox"/> AMA discharge (Against Medical Advice) <input type="checkbox"/> Arrest or criminal activity by foster parent/staff <input type="checkbox"/> Arrest or criminal activity by youth <input type="checkbox"/> AWOL/runaway (more than 2 hrs ages 0-12) <input type="checkbox"/> AWOL/runaway (more than 24 hrs ages 13+) <input type="checkbox"/> Child aggression or homicidal threats (child to adult or child to child) <input type="checkbox"/> Communicable disease reported <input type="checkbox"/> Contraband in home (alcohol, weapons, controlled substances, etc) </td> <td style="vertical-align: top; width: 50%;"> <input type="checkbox"/> Death of child or household member <input type="checkbox"/> Excessive school truancy, suspension or expulsion <input type="checkbox"/> Medical emergency resulting in hospitalization or significant injury <input type="checkbox"/> Medication errors resulting in injury <input type="checkbox"/> Physical restraint resulting in injury <input type="checkbox"/> Property damage or loss over \$100 <input type="checkbox"/> Psychiatric emergency (e.g., self-harm, hospitalization, suicide attempt, psychosis) <input type="checkbox"/> Sexual incident (between minors or by adult) <input type="checkbox"/> Other (e.g., fire, natural disaster, foster parent crisis) </td> </tr> </table>		<input type="checkbox"/> Abuse of youth (suspected or actual) <input type="checkbox"/> Adverse drug reaction <input type="checkbox"/> AMA discharge (Against Medical Advice) <input type="checkbox"/> Arrest or criminal activity by foster parent/staff <input type="checkbox"/> Arrest or criminal activity by youth <input type="checkbox"/> AWOL/runaway (more than 2 hrs ages 0-12) <input type="checkbox"/> AWOL/runaway (more than 24 hrs ages 13+) <input type="checkbox"/> Child aggression or homicidal threats (child to adult or child to child) <input type="checkbox"/> Communicable disease reported <input type="checkbox"/> Contraband in home (alcohol, weapons, controlled substances, etc)	<input type="checkbox"/> Death of child or household member <input type="checkbox"/> Excessive school truancy, suspension or expulsion <input type="checkbox"/> Medical emergency resulting in hospitalization or significant injury <input type="checkbox"/> Medication errors resulting in injury <input type="checkbox"/> Physical restraint resulting in injury <input type="checkbox"/> Property damage or loss over \$100 <input type="checkbox"/> Psychiatric emergency (e.g., self-harm, hospitalization, suicide attempt, psychosis) <input type="checkbox"/> Sexual incident (between minors or by adult) <input type="checkbox"/> Other (e.g., fire, natural disaster, foster parent crisis)
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Section II			
Describe Event or Incident (Include location, the nature of the incident, and who was involved):			

ATTACHMENT 2 INCIDENT REPORTING FORM

Nevada Homes for Youth

535 S 13TH St
LAS VEGAS NV 89101
Phone: (702) 380-2889

Section III
Explain what immediate action was taken (Include persons contacted such as the youth's caseworker and family and the date and time contacted) and, if injury occurred what was the immediate response:
Section IV
Describe follow-up action (Include the outcome or resolution of the incident and the steps taken to prevent reoccurrence):
Section V
<div style="display: flex; justify-content: space-between;"><div>Person Reporting: Signature: May be electronic signature.</div><div>Date (MM/DD/YY):</div></div>

ATTACHMENT 3

Out of State Child Abuse and Neglect Search Fees & Requirements
The cost of Background Check processed by Clark County is \$45 plus any
applicable fees below.

Rates may vary and are subject to change.

OOS CANS Fees & Requirements

FEES:

California	\$15	Colorado	\$35
Delaware	\$14	Idaho	\$20
Minnesota	\$20	Nebraska	\$2.50
Pennsylvania	\$13	Rhode Island	\$10
South Carolina	\$8	Virginia	\$10
Washington	\$20	Missouri	\$14

NOTARIZE:

Arkansas	District Of Columbia	Idaho	Maryland	Massachusetts
Montana	Nebraska	New Hampshire	New York	South Carolina
South Dakota	Texas	Vermont	Virginia	

TYPE – ALL CAPS:

California	North Dakota
Colorado	Ohio
Georgia	Oregon
Maryland	Tennessee
Mississippi	Washington
New Mexico	Wisconsin
New York	

WITNESS REQUIRED:

Alabama
Kentucky
Mississippi
Rhode Island

2nd ID (Must be SSN CARD)

Ohio	Missouri
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Revised 04/04/2022