



Division of Purchasing  
Request For Proposal No. 1868  
for

**JUVENILE JUSTICE SERVICES**

Release Date: June 4, 2010  
Deadline for Submission and Opening Date and Time: **July 15, 2010 @ 2:00 p.m.**

For additional information, please contact:  
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This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

**See Page 33, for instructions on submitting proposals.**

**Contact Information**

Company Name \_\_\_\_\_

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Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

Contact Person \_\_\_\_\_

Print Name & Title \_\_\_\_\_

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**A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).**

## **1. OVERVIEW OF PROJECT**

The State of Nevada Purchasing Division on behalf of the Department of Department of Health and Human Services, Division of Child and Family Services (DCFS) is seeking qualified vendors for Juvenile Justice Services throughout the State of Nevada.

The services needed are: Substance Abuse and Mental Health Services; Juvenile Outpatient Sex Offense Specific Counseling and/or Evaluation; Residential and Outpatient Services; Outpatient Wrap-Around Services. All services announced must be provided with the State of Nevada.

The Division of Child and Family Services, Youth Parole Bureau, provides supervision and case management services for: Youth, 12-21 years of age, who are committed to DCFS for correctional and/or mental health care; Youth under the age of 12 years, who are committed to DCFS for correctional care but cannot by law be placed in a correctional program; Individuals, 12-25 years of age, transferred to Nevada from other states through the Interstate Compact on Juveniles.

There are five agencies within Juvenile Services, two youth centers, Caliente Youth Center (CYC) and Nevada Youth Training Center (NYTC), the Youth Parole Bureau and the Juvenile Justice Programs Office. The NYTC are located across the state, Parole has offices in Las Vegas, Reno, Elko, Fallon and Carson City. The Juvenile Justice Programs Office is located in Winnemucca. Youth who are committed for care are placed in one of the centers for an average of six to nine months.

Upon successful completion of the programming in the facility, the youth are released back into the community with supervision and case management services provided by Youth Parole. Youth committed for mental health treatment are placed directly on parole, and receive treatment and case management services based on their identified needs.

Each of these agencies have as a primary mission the goal of protecting the community while providing a secure and caring environment that encourages youth to develop competencies, repay their victims, and to reduce or eliminate recidivism.

The State may award one or more contracts in conjunction with this RFP, as determined to be in the best interest of the State. Therefore, vendors are encouraged to be as specific as possible in their proposals about their services provided, geographic locations, and prices.

The resulting contract(s) will be for an initial contract term of three (3) years, anticipated to begin November 1, 2010, subject to Board of Examiners approval.

## **2. ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b><i>CFT</i></b>	The Child and Family Team (CFT) is a defined group of people that includes, at a minimum, the child and his/her family, a behavioral health representative, and any individuals important in the child's life and who are identified and invited to participate by the child and family. This may include, for example, teachers, extended family members, friends, family support partners, healthcare providers, coaches, community resource providers, representatives from churches, synagogues or mosques, agent from other service systems. The size, scope and intensity of involvement of the team members are determined by the objectives established for the child, the needs of the family in providing for the child, and by which individuals are needed to develop an effective service plan, and can therefore expand and contract as necessary to be successful on behalf of the child.
<b><i>Confidential Information</i></b>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).
<b><i>Division</i></b>	Department of Health and Human Services, Division of Child and Family Services (DCFS).
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<b><i>LOI</i></b>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>NAC</i></b>	Nevada Administrative Code
<b><i>NRS</i></b>	Nevada Revised Statutes
<b><i>NOA</i></b>	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b><i>Proprietary Information</i></b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<b><i>Public Record</i></b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books

and public records.

<b><i>RFP</i></b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<b><i>Shall/Must/Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b><i>SOSE</i></b>	Sex offense specific evaluation.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<b><i>Trade Secret</i></b>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Wrap-Around Services</i></b>	Psycho-Social Rehabilitative Services, Basic Skills Training and/or day Treatment.

### **3. SCOPE OF WORK**

#### **3.1 SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES**

Substance abuse and/or mental health status evaluation may be for the purpose of case planning, including in identifying appropriate placements, treatment needs, treatment services, risk and other alternatives. Evaluations may be utilized for the purpose of satisfying Court requirements in cases where Certification to Adult Status is being pursued or to aid with other recommendations to the Juvenile Court. Certain evaluations may require more extensive clinical review since the format and content may be prescribed by the Court.

Youthful offenders requiring substance abuse and/or mental health status evaluations, both male and female, may be already in the community under parole supervision of an assigned Youth Parole Counselor, they may be offenders completing the correctional component of commitment to the Division, offenders waiting to begin a correctional commitment to the Division and/or offenders which may be diverted from correctional commitment to receive residential psychiatric services, other residential services for mental health, or to receive other community-based services.

The awarded vendor(s) is responsible for providing Juvenile Justice Services with a type written report after every substance abuse and/or mental health status evaluation(s) within ten (10) business days after meeting with the client. Juvenile Justice Services requires that the evaluation be faxed upon completion and that a hard copy is also mailed to the assigned caseworker.

Juvenile Justice Services will initiate referrals for service(s) and appropriate documentation will be supplied to the awarded vendor(s) prior to any service(s) being rendered. This may include prior Court Reports, documentation from prior mental health service providers, school records and any other relevant case material. The Juvenile Justice Services is responsible for supplying this documentation, along with concise parameters regarding the intent of the referral. This is in addition to any initial intake paperwork the awarded vendor(s) may require to render services.

3.1.1 Non-residential Substance Abuse and Mental Health Services may include but is not limited to:

- 3.1.1.1 Comprehensive substance abuse and/or mental health status evaluation;
- 3.1.1.2 Ability to provide counseling that is client-centered, needs based and explaining the treatment approach and therapeutic modality that will be utilized;
- 3.1.1.3 Type of counseling to be provided:
  - Individual substance abuse counseling;
  - Group substance abuse counseling;
  - Individual mental health counseling;
  - Group mental health counseling;
  - Family counseling;
- 3.1.1.4 Ability to conduct evaluations of youth detained in a detention facility at the physical location of the detention facility;
- 3.1.1.5 Ability to conduct evaluations via video conference from Youth Parole Bureau offices (Reno, Las Vegas, Carson City, Elko or Fallon) with youth at the Caliente Youth Center (Caliente, NV), and/or Nevada Youth Training Center (Elko, NV);
- 3.1.1.6 Monthly progress summaries;
- 3.1.1.7 Discharge or termination summary report;
- 3.1.1.8 Assessment instruments utilized as an objective tool to measure problems;
- 3.1.1.9 Participation in Child and Family Team (CFT) meetings as necessary; and

3.1.1.10 The contractor shall notify the assigned caseworker within one working day of any failure of a family/youth to attend a scheduled appointment.

### **3.2 JUVENILE OUTPATIENT SEX OFFENSE SPECIFIC COUNSELING AND/OR EVALUATION**

3.2.1 Outpatient sex offense specific counseling and/or evaluation may include but is not limited to:

3.2.1.1 Comprehensive sex offense specific evaluation (frequently referred to as S.O.S.E.);

3.2.1.2 Amended/update sex offense specific evaluation;

3.2.1.3 Ability to provide sex offense specific counseling that is client-centered, needs based and explaining the treatment approach and therapeutic modality that will be utilized;

3.2.1.4 Type of counseling to be provided (i.e. group, individual and/or family);

3.2.1.5 Reunification counseling, if appropriate;

3.2.1.6 Frequency of counseling;

3.2.1.7 Relapse prevention plan;

3.2.1.8 Quarterly progress summaries;

3.2.1.9 Discharge or termination summary report;

3.2.1.10 Risk assessment;

- An objective evaluation of future risk of criminality/delinquency in which assumptions and uncertainties are clearly considered and presented. The courts occasionally request an assessment of risk for them to consider in future hearings. These hearings may be related to sex offender registration statutes and/or sentencing decisions. These hearings may be months or years after an offender has completed counseling and/or treatment.

3.2.1.11 Assessment instruments utilized as an objective tool to measure sexual behavior problems;

3.2.1.12 Ability to subcontract or provide polygraphs;

3.2.1.13 Participation in Child and Family Team (CFT) meetings as necessary.

3.2.2 Sex offense specific evaluations may be for the purpose of case planning, including in identifying appropriate placements, treatment need, treatment services, risk and other alternatives. Evaluations may be utilized for the purpose of satisfying Court requirements in cases where Certification to Adult Status is being pursued or to aid with other recommendations to the Juvenile Court. Certain evaluations may require more extensive clinical review since the format and content may be prescribed by the Court. Youthful offenders requiring sex offense specific evaluations (or updated sex offense evaluations), both male and female, may be already in the community under parole supervision of an assigned Youth Parole Counselor, they may be offenders completing the correctional component of commitment to the Division, offenders waiting to begin a correctional commitment to the Division and/or offenders which may be diverted from correctional commitment to receive residential psychiatric services, other residential services for mental health, or to receive other community-based services. The awarded vendor(s) is responsible for providing Juvenile Justice

Services with a type written report after every sex offense specific evaluation within ten (10) business days after meeting with the client. Juvenile Justice Services requires that the evaluation be faxed upon completion and that a hard copy is also mailed to the assigned caseworker.

- 3.2.3 Juvenile Justice Services will initiate referrals for service(s) and appropriate documentation will be supplied to the awarded vendor(s) prior to any service(s) being rendered. This may include prior Court Reports, documentation from prior mental health service providers, school records and any other relevant case material. The Juvenile Justice Services is responsible for supplying this documentation, along with concise parameters regarding the intent of the referral. This is in addition to any initial intake paperwork the awarded vendor(s) may require to render services.

### **3.3 RESIDENTIAL AND OUTPATIENT SERVICES**

#### **3.3.1 RESIDENTIAL SERVICES**

##### **3.3.1.1 Emergency Shelter Care**

Emergency shelter care is defined as short-term care, usually not to exceed 30 days. Emergency shelter care is provided until long-range plans can be made for a child who cannot be maintained in his/her own home because he/she is in clear and present danger of abuse, neglect or exploitation or due to out of home placement disruption. Emergency shelter care consists of group or family based residential care in a facility of less than 16 beds. Emergency shelter care provides a structured, nurturing, safe and reassuring environment to children who are experiencing issues of grief loss and the effects of placement disruption. As a short-term residential care option, emergency shelter care has the purpose of meeting the child's immediate emotional, physical, and crisis stabilization as opposed to a long term treatment program.

#### **3.3.2 GROUP HOME AND DAY PROGRAM SERVICES**

##### **3.3.2.1 Transitional Community Re-Integration Program (TCRP)**

The Division of Child and Family Services, Youth Parole Bureau is soliciting applications for the provision of Transitional Group Homes and Day Treatment programs. The transitional group home is a community based group living for youth which provides a structured program with onsite adult supervision directed towards assisting youth successful transition to the community and independent living as law abiding citizens. Transitional group homes shall provide strategies for working with youth with behavioral problems, substance abuse and anger management issues and independent living skills. Transitional group homes shall provide case management services to youth, family and other community partners. Qualified transitional group staff shall provide short-term crisis intervention when youth are suicidal, assaultive and self-destructive or have medical emergencies and/or staff shall



arrange referral to appropriate community resources. Day Treatment programs shall emphasize social skills, basic employment training skills, individual behavioral management skills in addition to services specified on the preceding page of this announcement. TCRP group homes demonstrate the knowledge and skills and provide the services specified for Independent Living programs.

Transitional Community Re-Integration Program (TCRP) will serve the following populations:

A) Post-Institutional Youth:

Youth in this classification are in the legal and physical custody of the Division of Child and Family Services, Youth Parole Bureau, statewide. The Division's proposed service delivery to this group is designed to reduce the institutional bed days for discharge ready youth by expediting their transition to family and or community via the Transitional Re-Integration Program services specified. Anticipated length of stay for this group is 30-60 days.

B) Parole Violators:

Youth in this classification are in the legal and physical custody of the Division of Child and Family Services Youth Parole Bureau. The Division's proposed service delivery to this group is designed to reduce the parole revocation rate and institutional recidivism by providing TCRP services. Anticipated length of stay is 60-90 days.

C) Diverted Delinquent Youth to Community Resources (The populations served may include adjudicated sex offenders):

Youth in this group may or may not be in the legal custody of the Division of Child and Family Services Youth Parole Bureau. Although the youth are usually adjudicated delinquent by a juvenile court, youth may be living with family and demonstrate behaviors compatible with continued community living. Anticipated length of stay is 30-90 days.

### 3.3.3 THERAPEUTIC CARE HOME (Formerly Therapeutic Foster Care)

Therapeutic Care Homes are provided to eligible special needs children and adolescents that cannot be maintained in other treatment settings. The Therapeutic Care Home is viewed as the primary treatment setting with behaviorally/emotionally disordered children. The treatment parents are specifically recruited, professionally trained and supported to implement key elements of treatment in the content of family and community life.

Key elements include, but are not limited to; skills teaching, therapeutic structure and routine motivational systems and behavioral management. Therapeutic Care Homes seek to successfully transition the child to permanent placement (adoption, biological or foster family care) by providing treatment for specific problems or conditions.

Behavior Management Specialists provide the training and ongoing intensive behavioral management consultation and support to meet the children's basic living, psychotherapeutic, socialization and skill training needs. Behavioral Management Specialists provide monitoring, crisis intervention, technical assistance and supervision to homes.

In contrast to other levels of residential care, it is required that no more than two (2) children be placed in each therapeutic care home. Placement bed capacity may not exceed four (4) children, therapeutic and foster parent natural children combined.

### 3.3.3.1 Knowledge and Skills of Provider and Direct Care Staff

- 3.3.3.1.1 Understanding of child development.
- 3.3.3.1.2 Understanding of impact of abuse/neglect.
- 3.3.3.1.3 Behavior management/limit setting in-group living situations.
- 3.3.3.1.4 Relationship building.
- 3.3.3.1.5 Communications skills.
- 3.3.3.1.6 Safety, First Aid, CPR.
- 3.3.3.1.7 Specific knowledge in in-home structure, routines and motivational systems.
- 3.3.3.1.8 Specific knowledge and skills in alternative discipline techniques and skill acquisition.
- 3.3.3.1.9 Verbal de-escalation techniques/Physical Management.
- 3.3.3.1.10 Ability to role model, coach and teach positive parenting skills to facilitate the transition of a child to a permanent placement.
- 3.3.3.1.11 Understanding of educational procedures.
- 3.3.3.1.12 Ability to identify presenting problems, establishes treatment goals, design and revise methods in the home.
- 3.3.3.1.13 Verifiable experience caring for children in out of home placement.
- 3.3.3.1.14 Understanding of sexual abuse, permanency for children, cultural issues, primary families, team building, separation and loss, discipline, effects of care giving.
- 3.3.3.1.15 Ability to operate and manage a treatment facility to include fiscal, record keeping, community relations, licensing and fire code responsiveness.
- 3.3.3.1.16 Understanding of crisis intervention and referral for medical, suicidal and assaultive behavior and ability to implement techniques.
- 3.3.3.1.17 Knowledge of case file documentation such as progress notes, treatment plans and periodic reports to the division.
- 3.3.3.1.18 Ability to implement de-escalation techniques and refer as necessary.

### 3.3.3.2 Services

- 3.3.3.2.1 Provide adult supervision of children at all times.
- 3.3.3.2.2 Provides 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, documented, motivational system and behavioral programming.
- 3.3.3.2.3 Vendor is responsible to ensure the proposed treatment program is consistently implemented in all program sites.
  - 3.3.3.2.4 Vendor must ensure at least one direct care provider is not employed outside the therapeutic care home and is available at all times.
  - 3.3.3.2.5 Initiates contact with division case manager on a bi-monthly basis to advise on child's progress, contact may be via phone, fax or email.
  - 3.3.3.2.6 Participates in a face-to-face treatment team on a quarterly basis. Provides transportation services to necessary appointments or arranges for such transportation in cooperation with the division case manager.
  - 3.3.3.2.7 Ensures child participation in social, recreational and community activities consistent with the child's developmental and treatment needs. Provide regular staff monitoring of all off-site activities as developmentally and behaviorally appropriate.
  - 3.3.3.2.8 Provide for each child's physical space, clothing and nutritional needs on a continuous and consistent basis.
  - 3.3.3.2.9 Maintain progress notes on child's development, behavior, treatment interventions and progress in targeted areas. Such records shall be made available to the division representative upon request.
  - 3.3.3.2.10 Evaluate the child's needs and develop a treatment and discharge plan, subject to the approval of the division case manager.
  - 3.3.3.2.11 Ensures child receives appropriate mental health services as provided by a qualified community mental health professional.
  - 3.3.3.2.12 Coordination and facilitation of services provided by others, including schools, licensed professionals and the case manager.
  - 3.3.3.2.13 Participate in the reunification plan including parent training, developing parental support network, home visit consultation per case plan.
  - 3.3.3.2.14 Plan, organize and conduct regular family therapeutic community problem solving sessions.
  - 3.3.3.2.15 Implement and document a plan of intervention per incident report.
  - 3.3.3.2.16 Maintains necessary contact with schools at a frequency to prevent, monitor and correct school-related problems. Includes development and implementation of home and school interventions with daily school notes as necessary.
  - 3.3.3.2.17 Reasonable facilitation of contacts between child and all family members and with other individuals identified as important in the case plan.
  - 3.3.3.2.18 All direct care providers are responsible and trained for implementing the provider's treatment program.

- 3.3.3.2.19 Provide intensive clinical support, 24-hour on call crisis intervention, case management service. Technical assistance to and supervision of therapeutic care home parents.
- 3.3.3.2.20 Vendor shall select therapeutic care home based on the child and family's need.
- 3.3.3.2.21 Vendor shall supply respite care for therapeutic care home parents.
- 3.3.3.2.22 Vendor shall have responsibility for revision of in-home strategies, provision of ongoing child specific skills and training and problem solving in the therapeutic care home during home visits and leadership of the treatment team on a day to day basis.
- 3.3.3.2.23 The Therapeutic Care Home program can demonstrate that its intensive services resulted in the management of the child's emotional and or behavioral problems such that he or she can return to his/her family, regular foster care or be referred to a permanent alternative as appropriate.

#### 3.3.3.3 Provider Training

Vendor 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: licensed as a foster parent, non-licensed direct child 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 clients. Additional training to be provided shall include but not necessarily be limited to; sexual abuse, cultural issues, permanency for children, team building, separation, loss and attachment, primary families, discipline, effects of care giving, orientation to the organization, CPR, first aid and safety training may not be counted toward completion of annual post licensing training. The post licensure 20 hour annual training requirement DOES NOT include agency orientation classes or training for the purpose of policy procedure dissemination, first aid and CPR training.

#### 3.3.3.4 Education and Experience

Direct care providers shall hold a high school diploma or GED. It is recommended therapeutic care home providers demonstrate a minimum of two (2) year's verifiable experience caring for children in out of home placement. Behavior Management Specialist shall have a minimum of a Bachelors degree in social work, psychology, marriage and family therapy, psychiatric nursing or related field.

#### 3.3.3.5 Responsibilities of Awarded Vendor

- 3.3.3.5.1 Vendor shall notify in advance the division's regional contract representative and Foster Care Licensing personnel of any intent to accept or acceptance of children referred by agencies or persons other than the division. (See NAC 424.475, NAC 424.690, NAC 424.175)
- 3.3.3.5.2 Vendor shall be responsible for supplying respite services for direct service providers as needed and appropriate.
- 3.3.3.5.3 Vendors with multiple sites are responsible to ensure consistency of treatment programming throughout program sites; including Behavioral Management Specialist to go onsite to provide monitoring, consultation, technical assistance, and crisis management.
- 3.3.3.5.4 Collect and provide outcome data on effectiveness of program.
- 3.3.3.5.5 Vendor shall participate in the legal process on behalf of the child.
- 3.3.3.5.6 Provides and/or attends training to meet needs of child.
- 3.3.3.5.7 Vendor shall assess each child. The assessment will be updated at least once every 90 days.
- 3.3.3.5.8 The vendor shall provide care, structured therapeutic routine, skill teaching, guidance and behavior management to the children in care consistent with the case plan and treatment plan.
- 3.3.3.5.9 Vendor shall submit at least a quarterly written report from date of admission to the division on each child placed by the division. The report shall include the child's adjustment to: the treatment home, staff, peer group and community. Included in the report shall be information on the child's school curriculum and progress, health, parental and relative contact or involvement and progress made in counseling with the family.
- 3.3.3.5.10 The report shall explain the treatment plan, goals, and objectives, anticipated time of goal achievement and progress made toward the goal(s). The report shall also delineate a discharge plan for the child. The report may be attached to the division's court report.
- 3.3.3.5.11 Except in emergencies, the vendor shall request prior approval for any medical, dental or psychological services to be provided on behalf of a child placed by the division. This prior approval shall be requested from the child's division case manager and documented in the vendor's case record.
- 3.3.3.5.12 The vendor shall furnish each child with clothing selected and purchased specifically for the children similar in appearance, quality and quantity to that worn by other children in the community. Division clothing allowances shall be used for the purchase of each child's clothing needs in an expedient manner. Clothing purchases shall be documented and receipted. Inventory of clothing needs shall be done periodically. Division shall ensure that each child has an adequate amount of clothing during placement and upon discharge. Inadequate clothing supplies shall be reported to the division case manager and documented in the vendor's care

- record. Incidental payments will be distributed directly and non-contingent to the child.
- 3.3.3.5.13 The vendor shall furnish transportation to each child for necessary medical, dental and counseling/mental health appointments as well as to specific social, recreational and community activities.
  - 3.3.3.5.14 The vendor shall assume responsibility for maintaining a close liaison with the schools to prevent problems and provide support. The vendor will facilitate academic support as identified via the IEP or school consultations. The division case manager shall be notified to participate in any Individual Education Plan (IEP).
  - 3.3.3.5.15 Vendor shall participate as a team member with the division case manager to jointly identify and evaluate the child's needs and develop and implement the treatment plan. Vendor will have a written treatment plan within 30 days of placement. The plan shall respond to presenting problems and assessment of identified needs and include proactive, short-term treatment goals that are time limited and have measurable outcomes.
  - 3.3.3.5.16 Vendor shall notify the division immediately when any of the following occur to children in the care of the division: serious illness, accident, runaway, physical restraint and commission of delinquent acts, and any behavior which is considered by the vendor to be dangerous to the child, community or vendor staff.
  - 3.3.3.5.17 Vendor shall work together with the division case manager to plan and carry out appropriate plans for the discharge of each child from the vendor's home. The vendor shall prepare the child for discharge and subsequent placement in cooperation with the division's case manager.
  - 3.3.3.5.18 Vendor shall permit the removal of any child in the care of the division when the division requests such removal. Discharge from the vendor's home shall be planned in advance and notice given by the division of at least ten (10) working days except in cases of emergency. Vendor, except in emergencies, shall give division ten (10) working days prior written notice when requesting removal of children.
  - 3.3.3.5.19 Vendor and their employees shall meet and comply with national, state and local licensing regulations and standards prior to the date of hire.
  - 3.3.3.5.20 Vendor shall not discharge a child for those behaviors for which they were referred and accepted; except for those behaviors the vendor would normally exclude at intake.
  - 3.3.3.5.21 Vendor will provide division the dates of admissions and discharges within five (5) working days.
  - 3.3.3.5.22 Unless specifically prohibited by the court or the division case manager decision, a child shall have access to regular contacts with family as documented in the treatment/case plan.
  - 3.3.3.5.23 The Behavior Management Specialist will supervise and direct therapeutic aspects of the program and will provide at least

weekly phone contact and visit the treatment home no less than twice monthly.

3.3.3.5.24 Behavior Management Specialist provides monitoring and supervision of therapeutic care homes at a ratio of eight homes to one professional.

3.3.3.5.25 The contractor shall notify the assigned caseworker within one working day of any failure of a family/youth to attend a scheduled appointment.

### 3.3.4 RESIDENTIAL AND OUTPATIENT SERVICES GENERAL REQUIREMENTS

#### 3.3.4.1 Knowledge and Skills

3.3.4.1.1 Understanding of child development.

3.3.4.1.2 Understanding of impact of abuse/neglect.

3.3.4.1.3 Behavioral management/limit setting in-group living situations.

3.3.4.1.4 Relationship building.

3.3.4.1.5 Communication skills.

3.3.4.1.6 Understanding of crisis intervention and referral.

3.3.4.1.7 Safety, First Aid, CPR.

3.3.4.1.8 Verifiable experience caring for children.

3.3.4.1.9 Knowledge of sexual abuse, permanency for children, cultural issues, primary families, team building, separation and loss, discipline, effects of care giving.

3.3.4.1.10 Understanding of and ability to coordinate services.

3.3.4.1.11 Ability to operate and manage an emergency shelter facility. Skills to include fiscal, record keeping, community relations, licensing and fire code responsiveness.

3.3.4.1.12 Knowledge of case file documentation.

#### 3.3.4.2 Services

3.3.4.2.1 Provide temporary shelter and care for children ranging in age from 0-21 years.

3.3.4.2.2 Available to accept placements 24 hrs a day, 7 days a week.

3.3.4.2.3 Provide a monthly progress report to the division case manager relating to functioning levels, strengthening skills and longer term treatments needs to child.

3.3.4.2.4 Provides basic needs assessment and appropriate documentation.

3.3.4.2.5 Provide strategies to ease child's adjustment to the shelter and subsequent placement and coordinate with family members, foster families and other providers to ensure a smooth transition.

3.3.4.2.6 Provide adult supervision of children at all times.

3.3.4.2.7 Structure and daily routines consistent with case plan.

3.3.4.2.8 Regular contracts with agencies case manager, including face to face, to participate in the development of case plan.

3.3.4.2.9 Ensures reasonable contacts with siblings and parents in accordance with case plan.

- 3.3.4.2.10 Coordination and facilitation of services provided by others, including schools, licensed professional and case managers.
- 3.3.4.2.11 Transportation services to necessary appointments.
- 3.3.4.2.12 Ensures child participation in social, recreational and community activities consistent with the child's development needs and regular staff monitoring of all off-site activities as developmentally and behaviorally appropriate.
- 3.3.4.2.13 Maintains necessary contact and cooperates with schools at a frequency to appropriately monitor school assignments, attendance, activities and school related problems.
- 3.3.4.2.14 Meet each child's physical space, clothing and nutritional needs on a continuous and a consistent basis.
- 3.3.4.2.15 Maintain weekly log of client behaviors and activities.
- 3.3.4.2.16 Verbal and/or electronic communications of information regarding client including absent without leave, medical emergencies, etc. to division case manager to be followed by written documentation of incident.

#### 3.3.4.3 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 a relative degree, or a minimum of four years experience as a direct service provider serving special needs children. Additionally, the person shall demonstrate one-year experience in caring for children in out of home placement. High school education and GED is required for direct service providers and one year of experience caring for children.

#### 3.3.4.4 Provider Staff Training

Provider must 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: licensed as a foster parent, non-licensed direct child care staff and volunteers; program directors and consultations 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 the residential treatment of emotionally and behaviorally disturbed clients. Additional training shall include, but are not limited to, sexual abuse, cultural issues, permanency for children, team building, separation, loss and attachment, primary families, discipline, and the effects of care giving. Orientation to the organization, CPR, first aid and safety training, policy procedure dissemination may not be counted toward completion of annual post licensing training.

#### 3.3.4.5 Responsibilities of the Awarded Vendor



- 3.3.4.5.1 Vendor shall notify in advance the division's regional contract representative and Foster Care Licensing personnel of any intent to accept or acceptance of children referred by agencies or persons other than the division. (NAC 424.475, NAC 424.690, NAC 424.175)
- 3.3.4.5.2 The vendor will supervise the placement to assure that the child's needs are being met.
- 3.3.4.5.3 Vendors with multiple sites are responsible to ensure consistency of program services throughout program sites. Vendor will go onsite to provide supervision, consultation, technical assistance, and crisis management. Vendor shall provide and document the above services at a frequency of no less than two service visits per month per site.
- 3.3.4.5.4 Except in emergencies, the vendor shall request prior approval for any medical, dental or psychological services to be provided on behalf of a child placed by the division. This prior approval shall be requested from the child's division case manager and documented in the vendor's case record.
- 3.3.4.5.5 The vendor shall furnish each child with clothing, selected and purchased especially for the child, similar in appearance, quality and quantity to that worn by other children in the community. Division clothing allowances shall be used for the purchase of each child's clothing needs in an expedient manner. Clothing purchases shall be documented and receipted. Inventory of clothing needs shall be done periodically. Vendor will ensure that each child has an adequate amount of clothing during placement and upon discharge. Inadequate clothing supplies shall be reported to the division case manager and documented in the vendor's case record. Incidental payments will be distributed directly and non-contingent to the child.
- 3.3.4.5.6 The vendor will furnish transportation to each child for necessary medical, dental and counseling/mental health appointments as well as to specific social, recreational and community activities.
- 3.3.4.5.7 The vendor will assume responsibility for maintaining a close liaison with the schools to prevent problems and provide support. The vendor will facilitate academic support as identified via the IEP or school consultations. The division case manager shall be notified to participate in an Individual Education Plan (IEP).
- 3.3.4.5.8 Vendor shall participate as a team member with the division case manager to jointly identify and evaluate the child's needs and develop and implement the case plan.
- 3.3.4.5.9 Vendor shall submit a written report upon request by the division within three working days.
- 3.3.4.5.10 Vendor shall notify the division immediately when any of the following occur to children care of the division: death, serious illness, accident, runaway, physical restraint and delinquent

- acts, and any behavior which is considered by the vendor to be dangerous to the community or vendor staff.
- 3.3.4.5.11 Vendor shall work together with the division case manager to plan and carry out appropriate plans for the discharge of each child from the vendors' facility. The vendor shall prepare child for discharge and subsequent placement in cooperation with the division case manager.
  - 3.3.4.5.12 Vendor shall permit the removal of any child in the care of the division when the division requests such removal. Discharge from the vendors' facility shall be planned in advance. Vendor, except in emergencies, shall give the division 10 working days prior written notification when requesting removal of children.
  - 3.3.4.5.13 Vendor and their employees shall meet and comply with national, state and local licensing regulations and standards prior to the date of hire.
  - 3.3.4.5.14 Vendor will provide division the dates of admissions and discharges within five (5) working days.
  - 3.3.4.5.15 A child shall have access to regular contacts with family as documented in the case plan or as advised by division case manager unless specifically prohibited by the court or the division case manager.
  - 3.3.4.5.16 Division may require submission of specific program and client data on a weekly basis such as census, incident and discharge information.
  - 3.3.4.5.17 The contractor shall notify the assigned caseworker within one working day of any failure of a family/youth to attend a scheduled appointment.

### **3.4 OUTPATIENT WRAPAROUND SERVICES**

#### **3.4.1 PSYCHOSOCIAL REHABILITATION SKILLS (PSR)**

Intensive community-based treatment services are designed to provide the necessary treatment to a child and family (substitute or natural) to allow the family to remain intact, thus preventing the need for long term residential or psychiatric hospitalization on the part of the child. Services include, but are not limited to; assessment, family therapy, collateral intervention with schools, recreational activities, collateral interventions with social service agencies, juvenile justice agencies, local police and other systems affecting the child; and assistance in household management, self-management and family management. In contrast to targeted case management, intensive community-based treatment requires direct face-to-face intervention as part of the service. Community based services are those rendered in the natural environment of the youth and family, as well as in the office settings. Frequency of contact is variable and determined by the level of need exhibited by the child and family, with an average case requiring approximately five hours of a clinician's time per week. Intensive community-based treatment may occur on a short-term crisis basis or a time limited basis. Services are reimbursed on a per hour basis.

### 3.4.1.1 Knowledge and Skills

- 3.4.1.1.1 Ability to provide services within a Family-based model of practice placing emphasis on empowering the family, developing client competencies and reducing agency dependency.
- 3.4.1.1.2 Knowledge and skills necessary to provide skills acquisition training including:
  - Behavior Management conflict management, negotiating, communication skills, anger management, recreational skills, household management.
- 3.4.1.1.3 Understanding of family assessment.
- 3.4.1.1.4 Understanding of the various participants and the contributions they make to the child's treatment or case plan.
- 3.4.1.1.5 Understanding of crisis intervention techniques.
- 3.4.1.1.6 Understanding of child development.
- 3.4.1.1.7 Understanding of development screening process and developmental services.
- 3.4.1.1.8 Ability to develop and implement a child and family treatment plan.

### 3.4.1.2 Services

- 3.4.1.2.1 Provision of intensive home based services.
- 3.4.1.2.2 The organization has a clearly articulated model for its service interventions and a theoretical framework for the overall program.
- 3.4.1.2.3 Service is specifically designed to be a time-limited intervention and the organization has a standard for the length of service, which is appropriate to the program model.
- 3.4.1.2.4 Provision of community based services to school, juvenile justice systems, medical and other social services agencies in the child/family's community network.
- 3.4.1.2.5 Provision of child, family assessment of strengths and needs.
- 3.4.1.2.6 Provision of interventions to individuals, couples and families in context of treatment case plan and identified needs.
- 3.4.1.2.7 Maintain child/family case record and all pertinent forms relating to interventions, i.e. consents, releases, client data, treatment case plan, activity progress notes, intake and termination summaries.
- 3.4.1.2.8 Maintain daily service log of all client-related activities.
- 3.4.1.2.9 Maintain weekly contact with assigned division case manager for review of treatment progress and case plan activities.
- 3.4.1.2.10 Communicate (verbal/written) all information regarding potential risk to client to assigned division case manager.
- 3.4.1.2.11 Develop and implement termination plan including summary of treatment progress, termination, assessment of client needs and referral/linkage to necessary services.
- 3.4.1.2.12 Maintain goal-oriented record keeping format.

- 3.4.1.2.13 Participate in ongoing training to support and maintain adequate services for client needs.
- 3.4.1.2.14 Vendor shall be responsible for continuous assessment of the risk to the child, family and community.
- 3.4.1.2.15 Vendor staff is available flexible hours to accommodate client needs, including evenings and weekends.
- 3.4.1.2.16 Vendor staff is available for after hours crisis intervention.
- 3.4.1.2.17 When providing intensive community based services to juvenile sex offenders,
- 3.4.1.2.18 Vendor shall provide sex offender specific services consistent with guidelines published by the [Association For Treatment of Sexual Abusers (ATSA)].

### 3.4.2 BASIC SKILLS TRAINING (BST)

Basic Skills Training is provided to children with disorders who need periodic intervention in their living environment to achieve stable, successful long-term outcomes. Basic skills training participate in behavior management and remedial skills training. Services are provided to each child's family in their residence or in actual life situations in the community. Client training is focused on the development of daily living skills such as safety, self-help skills, household management, and management. Paraprofessionals provide face-to-face intervention with the child and/or family under the supervision of a master's level professional trained in rehabilitation, social work, psychological counseling, education, or related area. Frequency of contract is variable and based on the needs of each child, but averages 10 hours weekly.

#### 3.4.2.1 Knowledge and Skills:

- 3.4.2.1.1 Understanding of Child Development
- 3.4.2.1.2 Understanding of Abuse and Neglect
- 3.4.2.1.3 Ability to assess behavioral/emotional skill level in children.
- 3.4.2.1.4 Ability to provide skills acquisition training in formal settings and in actual life situation.
- 3.4.2.1.5 Ability to assess families' skill level in child behavior management and daily living skills.
- 3.4.2.1.6 Knowledge and skills necessary to provide skills acquisition training: behavior management training, problem solving, negotiating, communication skills, anger management, daily living skills, household management, self management, personal safety, planning leisure time activities.
- 3.4.2.1.7 Understanding of treatment planning and ability to implement a comprehensive plan for removal intervention.

#### 3.4.2.2 Services

- 3.4.2.2.1 Delivery of the service may occur within the program facility or off-site in the community or in home of the person served.

3.4.2.2.2 Core services offered focus on helping children/families stabilize the placements through the mastery age appropriate skills such as:

- Accessing needed services
- Anger management
- Behavior management
- Communication
- Conflict management/negotiating
- Daily living skills
- Educational planning
- Financial planning and management
- Household management
- Relaxation training
- Self management/personal safety
- Use of public transportation
- Vocational planning

3.4.2.2.3 The service provides individual or group oriented activities/curriculum that develops and strengthens behavior management and daily living skills.

3.4.2.2.4 Service is specifically designed to be a time limited intervention and the organization has a standard for the length of service that is appropriate to the program model.

3.4.2.2.5 Assess needs of the child across a broad range of major life domains and areas, i.e. social familial, educational and vocational.

3.4.2.2.6 Prioritize services through mutual effective treatment planning, goals and objectives.

3.4.2.2.7 Participate on the interdisciplinary team to develop and actualize resources on behalf of the child and family.

3.4.2.2.8 Participate with the division case manager in identifying core services to support the child and family.

3.4.2.2.9 Provide goal-oriented interventions and teaching of skills that address the longer-term needs of the child such as anger management, relaxation, problem solving and negotiating.

3.4.2.2.10 Provide goal-oriented interventions and teaching of skills to improve the stability of the current placement/family setting and its ability to cope with the emotional/behavioral needs of the child.

3.4.2.2.11 Maintain child/family case records, including all pertinent forms relating to interventions, i.e. consent releases, client data, treatment/case plan activity, progress notes, intake and discharge summaries.

3.4.2.2.12 Maintain daily service logs of all client related activities.

3.4.2.2.13 Maintain weekly contact with division case manager for review of treatment progress and case plan activities.

- 3.4.2.2.14 Communicate (verbal/written) all information regarding potential risk to client to the division case manager.
- 3.4.2.2.15 Develop and implement discharge plan including summary of treatment process, discharge-assessment of client's needs and referral-linkage to community services.
- 3.4.2.2.16 Provide all necessary reports and summaries on treatment.
- 3.4.2.2.17 Maintain record keeping in goal-oriented format.
- 3.4.2.2.18 Maintain program evaluation and outcome data.
- 3.4.2.2.19 Participate in ongoing training to support and to maintain adequate services for client needs.
- 3.4.2.2.20 When providing rehabilitative services to juvenile sex offenders. Vendor must provide sex offender specific services consistent with guidelines published by the [Association For Treatment of Sexual Abusers (ATSA)].

### 3.4.3 DAY TREATMENT/REHABILITATIVE PARTIAL CARE (DT)

Services are provided by a free standing day treatment program, provided through a psychiatric hospital partial care program, or as a therapeutic program operated in conjunction with educational services. Day treatment programs provide at least two hours of counseling, occupational training, skill training with an emphasis on interpersonal problem skills and life skills, recreational therapy, crisis intervention and family services. The Partial Care Program is staffed by a psychologist, social worker or marriage/family therapist, with psychiatric, recreation therapy and other specialty services available.

### 3.4.4 OUTPATIENT WRAPAROUND SERVICES GENERAL REQUIREMENTS

#### 3.4.4.1 Knowledge and Skills

- 3.4.4.1.1 Understanding of child development.
- 3.4.4.1.2 Understanding of abuse and neglect.
- 3.4.4.1.3 Understanding of psycho-educational approaches to intervention with children and adolescents in day program setting.
- 3.4.4.1.4 Ability to assess the needs of children and adolescents in the areas of; Educational-treatment, collaboration of services, emotional/behavioral problems, independent living skills, vocational skills, interpersonal skills (social adjustment).
- 3.4.4.1.5 Knowledge and ability necessary to provide the following areas of skills acquisition: behavior management, parent training, household management, problem solving, negotiating, communication, anger management, independent skills, leisure time/recreational activities.
- 3.4.4.1.6 Ability to provide brief crisis intervention focusing on helping youth to develop independent problem solving skills.
- 3.4.4.1.7 Ability to utilize behavioral/social learning interventions to promote success through the use of positive reinforcement procedures.

- 3.4.4.1.8 Ability to utilize expressive interventions such as art, music, movement and recreational therapies to further aid in the social and emotional development of the youth.

#### 3.4.4.2 Services

- 3.4.4.2.1 Provide an average of twelve hours of services, excluding education, per week for each youth.
- 3.4.4.2.2 Provide transportation to day treatment services.
- 3.4.4.2.3 Arrange for day/evening programming for youth and their families as client need emerges.
- 3.4.4.2.4 Provide assessments reflecting global needs in all significant domains of client's emotional, behavioral, educational, vocational and practical life skills areas.
- 3.4.4.2.5 Provide vocational training.
- 3.4.4.2.6 Provide independent living skills training.
- 3.4.4.2.7 Provide a full range of goal-oriented skills training.
- 3.4.4.2.8 Network in the community with public/private sector programs for training/educational experiences.
- 3.4.4.2.9 Provide brief crisis intervention to children, adolescents and their families.
- 3.4.4.2.10 Provide for collaboration of educational and day treatment services.
- 3.4.4.2.11 Provide effective/treatment educational planning with special education services.
- 3.4.4.2.12 Develop an interdisciplinary team to develop and plan services.
- 3.4.4.2.13 Develop a comprehensive treatment plan, prioritizing goals and objectives into goal oriented services addressing longer-term client needs.
- 3.4.4.2.14 Assess and develop the areas within child's environment that can be mobilized to support, strengthen and facilitate the child's development.
- 3.4.4.2.15 Maintain weekly contact with assigned case manager for review of treatment progress.
- 3.4.4.2.16 Communicate (verbal/written) all information regarding potential risk to client to the assigned case manager.
- 3.4.4.2.17 Develop and implement termination plan including summary of treatment progress, termination assessment of client needs and referral linkage to community services.
- 3.4.4.2.18 Provide all necessary reports and summaries on treatment.
- 3.4.4.2.19 Maintain program evaluation and outcome data.
- 3.4.4.2.20 Family participation is strongly recommended and actively encouraged by the provider.
- 3.4.4.2.21 When providing day treatment services to juvenile sex offenders, provider must provide sex offender specific services consistent with the guidelines published by the [Association For Treatment of Sexual Abusers (ATSA)].

#### 3.4.4.3 Education and Experience Requirements

- 3.4.4.3.1 Program supervision by doctoral or masters level marriage and family therapist, clinical social worker, psychologist, or mental health counselor.
- 3.4.4.3.2 Clinical services to clients must be provided by persons licensed by the applicable professional licensing or regulatory board as required by the Nevada Revised Statutes.
- 3.4.4.3.3 Direct Service Providers shall have a high school diploma or GED and two years work experience providing services to families and children, OR a bachelor's degree and one year experience providing services to families and children.

#### 3.4.5 Responsibilities of the Awarded Vendor

- 3.4.5.1 Vendor shall make an assessment of each child and family served.
- 3.4.5.2 Vendor shall initiate criminal background checks on all employees having direct contact with children prior to providing any services to children. Local law enforcement record checks, must be completed an available prior to providing services to children. Any positive findings of criminal charges and/or convictions shall be reported immediately to the regional division contract representative. Immediately means within 24 hours or next business day.
- 3.4.5.3 Vendor shall respond to referrals in a timely fashion. When the vendor is unable to make contact with the child and or family, vendor shall notify division case manager.
- 3.4.5.4 Vendor shall embrace the following characteristics: (1) Instill hope and belief that change is possible and that families can have a positive impact on their circumstances. (2) Empower families to define goals and implement their solutions with goal of becoming less dependent on service providers. (3) Teach families to advocate and identify and access community resources with the goal of strengthening the family's ability to prevent and resolve future challenges.
- 3.4.5.5 Vendor shall implement a quality assurance to monitor the frequency of contacts, quality of service provision, implementation of treatment goals and outcome of treatment provided.
- 3.4.5.6 Vendor shall have a clearly defined model and theoretical framework that supports service interventions utilized program wide.
- 3.4.5.7 Vendor must design its program to be a time limited intervention consistent with the program model. Justification to extend the identified time limit must be clearly documented in the child's case file.
- 3.4.5.8 Vendor shall participate in all legal processes that the child is involved in during or after the time of treatment.
- 3.4.5.9 Vendor shall provide the division written and verbal information related to the child's treatment as required from court reports.
- 3.4.5.10 Vendor shall participate as a team member with the division case manager to jointly identify and evaluate the child's needs and develop and implement the treatment plan. Vendor shall have a written treatment plan within ten (10) working 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. Discharging planning shall include described strategies and anticipated time of goal achievement.

- 3.4.5.11 Vendor shall submit at least a quarterly written report to the division on each child admitted by the division. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals.
- 3.4.5.12 Vendor, except in emergency situations, shall give division ten (10) working days prior written notice prior to termination of services to children.
- 3.4.5.13 Vendor shall not discharge a child for those behaviors for which they were referred except for those behaviors the vendor would normally exclude children at intake.
- 3.4.5.14 Vendor will inform the Expenditure Control Unit Division of all admissions and discharges within five (5) working days.
- 3.4.5.15 The contractor shall notify the assigned caseworker within one working day of any failure of a family/youth to attend a scheduled appointment.

### **3.5 GENERAL REQUIREMENTS**

#### **3.5.1 Licenses**

Vendors submitting proposals must include all applicable current license(s) to provide counseling and/or therapy in the State of Nevada. License to be included are as follows:

- city;
- county; and
- State of Nevada.

Vendor's ability to provide counseling and/or therapy in a language(s) other than English.

#### **3.5.2 Eligible Persons**

3.5.2.1 Services may be provided to the following eligible persons. Eligibility shall be determined by the Division of Child and Family Services. The division does not guarantee placement(s) vendor(s) of any eligible child.

3.5.2.2 The division has legal responsibility and/or legal custody of the child.

3.5.2.3 Youth approved to receive services from the division Treatment Services.

3.5.2.4 Youth adjudicated delinquent and committed to the division for correctional care or committed to the division's youth training centers.

#### **3.5.3 National Goals**

Services provided a client under this agreement shall be directed toward achievement of one of the following goals:

3.5.3.1 Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency.

- 3.5.3.2 Achieving or maintaining self-sufficiency, including reduction or prevention of dependency.
- 3.5.3.3 Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests, or preserving, rehabilitating or uniting families.
- 3.5.3.4 Preventing or reducing inappropriate institutional care by providing for community based, home based or other forms of less intensive care.
- 3.5.3.5 Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

#### 3.5.4 Referral Procedures

- 3.5.4.1 All referrals for placement in vendor's program shall be screened and approved by the appropriate Multidisciplinary Team of the division prior to admission. Failure to receive prior approval as evidenced by the signed disposition shall impact vendor's reimbursement.
- 3.5.4.2 All bed holds for placement in vendor's program require a disposition issued and signed by the Regional Utilization Review Team. Failure to receive approval shall impact vendor's reimbursement.
- 3.5.4.3 The vendor shall screen all placements, based on vendor's written admission criteria before a child is placed in the home or program. Screening may be done by a review of the case record, a summary submitted by the division case manager or face to face interview with the child and/or case manager.

#### 3.5.5 Records

- 3.5.5.1 Vendor shall maintain individual records for each client as required by NAC 424.700;
- 3.5.5.2 Intake information on intake/referral packet, regional referral packet and any other assessment related to placement justification.
- 3.5.5.3 Ongoing Assessment-Client's needs for the services provided.
- 3.5.5.4 Clothing and incidental money for each child.
- 3.5.5.5 School records- Individual Education Plan as appropriate.
- 3.5.5.6 Individual treatment plan and revisions for each child.
- 3.5.5.7 Written Monthly Progress.
- 3.5.5.8 Progress notes showing progress made toward the goals established in the treatment plan.
- 3.5.5.9 Incident reports – provide written incident report to division case manager immediately, regarding accident, run away, physical restraint and commission of delinquent acts, and any behavior which is considered by the case manager.
- 3.5.5.10 Contracts are contacts made with client's family, school officials, other agency personnel. Date of contract should be noted.
- 3.5.5.11 Discharge Summary must be completed when the case is being closed and shall include the reason for closure.
- 3.5.5.12 Health Record including a medical history, immunization records, doctor's visits.
- 3.5.5.13 School Record is according of the child's school placement, adjustment to school, academic performance and behavior.

- 3.5.5.14 Maintain books, records, documents, accounting procedures/practices and other evidence, which sufficiency and appropriately reflect all direct and indirect program costs.
- 3.5.5.15 Collect and provide outcome data on effectiveness of program.
- 3.5.5.16 Vendor shall maintain personnel records for each staff as required by NAC 425.705.

### 3.5.6 Fiscal Responsibility, Records and Monitoring

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

### 3.5.7 Medication Records and Storage

Vendor 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. Vendor will comply with the provisions of NAC 424.560 for the administration of medication.

### 3.5.8 Program Records

Provider agrees to maintain program records required by the division in an organized and updated manner that include, but is not limited to, employee personnel, payroll, insurance, client and medication records.

### 3.5.9 Monitoring Records

Vendor agrees that any program and facility inspection, review, inspection, review, copying and audit, including but not limited to; meetings with consumers, review of services records, review or 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 personnel and other persons duly authorized by the division.

### 3.5.10 Retention of Records

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

### 3.5.11 Audit

Vendor agrees that if an audit discloses division over payments for services or misallocation of funds paid the provider on behalf of the child, the vendor shall promptly reimburse the division such unallowable costs. If such audit discloses

unpaid allowable costs, the division shall pay the vendor such costs as are properly allowable as provided for herein.

### 3.5.12 Safeguarding of Client Information and Client Confidentiality

- 3.5.12.1 Vendor shall be prohibited from using or disclosing any part of any information concerning a child for any purpose not directly connected with the administration of the division or the vendor's responsibilities with respect to services provided and purchased as stipulated in this contract.
- 3.5.12.2 Vendor shall comply with the provisions of NAC 424.485 (Confidentiality Regarding Children and Public Photographs of Children).

### 3.5.13 Responsibilities of the Division

- 3.5.13.1 Division case manager shall make vendor visits monthly with each child in the division's case. The case manager will assess the child's needs and determine if the child is receiving adequate treatment in accordance with their needs.
- 3.5.13.2 Division shall notify the vendor when any of the following events occur with the natural parents or relatives of children in the division's care: death, serious illness or accident.
- 3.5.13.3 Division shall work jointly with the provider to plan and carry out appropriate plans for the discharge of each child in the division's care from the vendor's program. Division shall furnish the vendor with the information needed to adequately prepare the child for his removal and subsequent placement.
- 3.5.13.4 Division will provide each eligible child with a State of Nevada Medicaid card.
- 3.5.13.5 Division's case manager shall provide the contract vendor with the child's case plan, custody date, date of birth, and current eligibility period and Medicaid number.

### 3.5.14 Discipline and Physical Restraints

- 3.5.14.1 Vendor and/or sub-contractor are prohibited from using corporal punishment as a form of discipline.
- 3.5.14.2 Vendor and/or sub-contractor are prohibited from using any form of demanding or harsh punishment as a form of discipline.
- 3.5.14.3 Vendor and/or sub-contractor are discouraged from practicing physical restraint of children. Physical restraint of children may be practiced ONLY if: (1) all methods of verbal and environmental de-escalation have failed, (2) the presenting behavior of the child demonstrates a clear and present danger to himself, provider staff or community, (3) Vendor and staff have been trained in a nationally recognized model of physical restraint and verbal de-escalation. Vendor shall require all child care staff to complete annual training in a national recognized model of physical restraint and verbal de-escalation of children. Vendor shall maintain a written physical restraint log documenting

each incident of physical restraint as to child's name, date, time, precipitating circumstances and outcome.

3.5.14.4 Physical restraint of children may not be associated with or applied as a punishment. Vendor and sub-contractor are prohibited from using any mechanical, leather or tie-down restraints of any kind.

3.5.14.5 Physical restraint has the meaning defined in NRS Chapter 433 as amended. Vendor shall comply with all sections of NRS Chapter 433 which pertain to physical restraint or environmental deprivation children.

### 3.5.15 Religious Activities

3.5.15.1 Vendor shall not encourage or engage in any form of religious proselytizing with children by the division. Children must be given clear and consistent alternatives to any religious and spiritual education.

3.5.15.2 Vendor is responsible for providing adult supervision for children choosing NOT to attend religious or spiritual services. Adult supervision must be provided in the facility of the vendor or other licensed non-religious resource.

### 3.5.16 Contract Services Corrective Action Plans and Sanctions

3.5.16.1 The Contract Services Program Division shall audit the vendor's program performance to ensure the vendor is implementing the programming outlined in the accepted proposal and contract. Vendor shall comply fully with the Contract Services Program Division and any Corrective Action Plans by providing any and all requested documentation and access to program files, notes, fiscal data and clients.

3.5.16.2 Vendor shall complete to the satisfaction of the division any Corrective Action Plan issued by the Contract Services Program Division within the time frame prescribed in the audit report and Correctional Action Plan. Any vendor who fails to complete any Corrective Action Plan within the time frame specified and to the satisfaction of the division, shall be subject to sanctions which may include suspension of referrals or termination of contract as determined by the local Regional Resource Council.

### 3.5.17 Other Federal Requirements

3.5.17.1 Vendor shall comply with the requirements of the Civil Rights Act of 1964, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor regulations (41 CFR part 60).

3.5.17.2 Vendor shall operate at all times in compliance with the Federal Clean Air Act, the Federal Clean Water Act and adhere to all regulations promulgated by the U.S. Environmental Protection Agency.

3.5.17.3 Vendor shall comply with provisions of the Multi Ethnic Placement Act of 1994. (MEPA) as amended by the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, MEPA Section 1808 and the Resolution Agreement between the division and the U.S. Department of Health and Human Services, Office for Civil Right. A copy of the agreement dated April 10, 2000 and the division's procedures for compliance with MEPA Section 1808 as amended are available to vendor on request.

3.5.17.4 Vendor shall comply with Part II of the U.S. Department of Health and Human Services. Administration for Children and Families, 45 CFR Parts, 1355, 1356 and 1357 of the Title IV-E Foster Care Eligibility Review and Child and Family Services State Plan Review: Final Rule.

### 3.5.18 Payment Rates

Rates charged for those children placed privately or by agencies other than the division may not be less than the rates charged by the division. Payment shall be made for the day of admission but not for the day of discharge.

### 3.5.19 Runaway

3.5.19.1 Vendor shall notify the division within 24 hours after a child has run away.

3.5.19.2 The day a youth runs away is counted as the first day in runaway status. Vendor shall be paid for and will hold the youth's placement open for the authorized days as noted on the disposition form. When the vendor is authorized to hold the placement, the vendor must readmit the child to the program. Payment will not be made for runaway days if vendor refuses to readmit the youth after the run.

### 3.5.20 Other Absences

3.5.20.1 Absences for the home visits will be reimbursed when they are part of the treatment plan for the child. Home visits days will reimbursed for up to twenty (20) days per calendar year (January-December). Home visit days must be documented on the monthly bills. Home visit days in excess of twenty (20) days will not be reimbursed unless determined clinically indicated by the appropriate region's placement resource team or designee.

3.5.20.2 For all other absences, prior arrangements shall be necessary for any payment by the division. Vendor shall obtain written and signed disposition from the appropriate division personnel regarding the prior arrangements. A copy of the disposition shall be submitted with the billing.

### 3.5.21 Medical

Division will provide each eligible child with a State of Nevada Medicaid card. Except in emergencies, the vendor shall request prior approval by the division for

medical, dental, or psychological services to be provided on behalf of a child placed by the division.

#### 4. COMPANY BACKGROUND AND REFERENCES

##### 4.1 PRIMARY VENDOR INFORMATION

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
- 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
- 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>. Vendor’s must provide the following:
- Nevada Business License Number
  - Legal Entity Name
  - Is “Legal Entity Name” the same name as vendor is doing business as?  Yes  No
- If “No,” provide explanation.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.4 Number of employees both locally and nationally.
- 4.1.5 Location(s) from which employees will be assigned.
- 4.1.6 Name, address and telephone number of the vendor’s point of contact for a contract resulting from this RFP.
- 4.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.8 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.9 Has the vendor ever been engaged under contract by any State of Nevada agency?  
 Yes  No If “Yes,” specify when, for what duties, and for which agency.
- 4.1.10 Is the vendor or any of the vendor’s employees employed by the State of Nevada, any of its political subdivisions or by any other government?  
 Yes  No If “Yes,” is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.12 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
- 4.1.12.1 Dun and Bradstreet number
- 4.1.12.2 Federal Tax Identification Number

- 4.1.12.3 The last two - (2) years and current year interim:  
Profit and Loss Statement  
Balance Statement

## 4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.5 Client project manager name, telephone number, fax number and e-mail address.

## 4.3 SUBCONTRACTOR INFORMATION

- 4.3.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

If "Yes", vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

## 5. COST



**Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Cost Proposal in Response to RFP No. 1868”, please refer to the Submittal Instructions for further instruction.**

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated within Attachment E. Vendors must provide information if a specified service cost is inclusive with another service listed.

## **6. PAYMENT**

Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the using agency’s approval.

Payment tied to an hourly rate or on an “as needed basis”.

The State generally pays for services billed on a monthly basis, upon receipt of an invoice and using agency approval.

Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

## **7. SUBMITTAL INSTRUCTIONS**

7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP.

The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

The deadline for submitting questions is June 21, 2010, at 2:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about June 28, 2010.

7.2 RFP Timeline

<b><i>TASK</i></b>	<b><i>DATE/TIME</i></b>
Deadline for submitting questions	June 21 @ 2:00 p.m.
Answers to all questions submitted available on or about	June 28, 2010
Deadline for submittal of Reference Questionnaires	July 14 @ 2:00 p.m.
<b><u>Deadline for submission and opening of proposals</u></b>	<b><u>July 15, 2010 @ 2:00 p.m.</u></b>
Evaluation period	July 16 ~ July 27
Selection of vendor	July 28, 2010

***NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.***

7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

**Part I: Technical Proposal**

One (1) original marked “MASTER”

Eight (8) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED “**STATE DOCUMENTS**” WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

**“Technical Proposal in Response to RFP No. 1868”**

**Part II: Cost Proposal:**

One (1) original marked “MASTER”

Eight (8) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

**“Cost Proposal in Response to RFP No. 1868”**

**Part III: Confidential Information:**

One (1) original marked “MASTER”

One (1) identical copy

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

**“Confidential Information in Response to RFP No. 1868”**

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1868

**PROPOSAL OPENING DATE: July 15, 2010 @ 2:00 p.m.**

FOR: Juvenile Justice Services

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, July 15, 2010.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division  
Ronda Miller, Purchasing Officer  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.

7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.

7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, CD, or on the State Purchasing Division's website in PDF or Word format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or CD, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.
- 7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 7.14 *For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).* This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

## 8. **PROPOSAL EVALUATION AND AWARD PROCESS**

8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

Note: Financial stability will be scored on a pass/fail basis

**Proposals shall be kept confidential until a contract is awarded.**

8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

**9. TERMS, CONDITIONS AND EXCEPTIONS**

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 9.2 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.3 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.4 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.5 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.6 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.7 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.8 When applicable, proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. A review of these documents will be necessary to determine if a bid is in the best interest of the State.
- 9.9 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.10 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.11 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.

- 9.12 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.13 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.17 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 9.18 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.19 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.20 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance

coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.21 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.22 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 9.23 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.24 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.25 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.26 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.



- 9.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.28 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.29 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 9.30 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

**10. SUBMISSION CHECKLIST**

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

**Part I: Completed**

- 1. Required number of Technical proposals (per Submittal Instructions) \_\_\_\_\_
- 2. **Required Forms to be submitted with technical proposal under section/tab labeled “State Documents”;** \_\_\_\_\_
  - a. Page 1 of the RFP completed \_\_\_\_\_
  - b. All Amendments completed and signed \_\_\_\_\_
  - c. Primary Vendor Attachments A & B signed \_\_\_\_\_
  - d. Subcontractor Attachment A & B signed (if applicable) \_\_\_\_\_
  - e. Primary Vendor Information provided \_\_\_\_\_
  - f. Subcontractor Information provided (if applicable) \_\_\_\_\_
  - g. Certificate of Insurance \_\_\_\_\_
  - h. (other) \_\_\_\_\_

**Part II:**

- 1. Required number of Cost proposals (per Submittal Instructions) \_\_\_\_\_
- 2. (other) \_\_\_\_\_

**Part III:**

- 1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) \_\_\_\_\_
- 2. Financial Information \_\_\_\_\_

**REMINDERS:**

- 1. Send out Reference forms for Primary Vendor (with Part A completed) \_\_\_\_\_
- 2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) \_\_\_\_\_

**Attachment A**  
**CONFIDENTIALITY OF PROPOSALS AND**  
**CERTIFICATION OF INDEMNIFICATION**  
**PRIMARY VENDOR**

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES \_\_\_\_\_

NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Primary Vendor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Primary Vendor

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**

**Attachment A**  
**CONFIDENTIALITY OF PROPOSALS AND**  
**CERTIFICATION OF INDEMNIFICATION**  
**SUBCONTRACTOR**

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES \_\_\_\_\_

NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Subcontractor

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**

**Attachment B**  
**CERTIFICATION OF COMPLIANCE WITH**  
**TERMS AND CONDITIONS OF RFP**  
**PRIMARY VENDOR**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES \_\_\_\_\_ I agree.      NO \_\_\_\_\_ Exceptions below:

SIGNATURE \_\_\_\_\_  
Primary Vendor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Primary Vendor

**EXCEPTION SUMMARY FORM**

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**



## **Attachment C**

### **CONTRACT FORM**

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

**All vendors are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.**

**Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.**

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

### A Contract Between the State of Nevada Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from \_\_\_\_\_ subject to Board of Examiners' approval (anticipated to be \_\_\_\_\_) to \_\_\_\_\_, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until \_\_\_\_ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION RFP #1868 and AMENDMENT(S) #\_\_\_;

ATTACHMENT BB: INSURANCE SCHEDULE; AND

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ \_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: \_\_\_\_\_, not to exceed \$ \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to



process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

#### 9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

	<u>Contractor's Initials</u>	
	YES	NO
1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2. Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short		

duration)?

- 6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?
- 7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor’s sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1. Final acceptance by the State of the completion of this Contract; or
  - 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as “A-VII” or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

**Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.**

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a

"trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.



**ATTACHMENT BB  
INSURANCE SCHEDULE**

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit	\$100,000
----------------------	-----------

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada and their clients as loss payee where as their interests may appear.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Division of Child and Family Services, Attn: Richard Jacobs, 4126 Technology Way, 3<sup>rd</sup> Floor, Carson City, NV 89706.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Division of Child and Family Services, Attn: Richard Jacobs, 4126 Technology Way, 3<sup>rd</sup> Floor, Carson City, NV 89706.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete,



certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____	_____	_____
Independent Contractor's Signature	Date	Independent's Contractor's Title
_____	_____	_____
Signature- State of Nevada	Date	Title

RMIns rev 03/08

Attachment BB Page 3 of 3

## **Attachment D**

### **REFERENCE QUESTIONNAIRE**

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

Questions regarding the reference form or process, contact the designee listed on the cover page.



## RFP # 1868 REFERENCE QUESTIONNAIRE FOR:

**Part A:**

\_\_\_\_\_

(Name of company requesting reference)

- As Primary Vendor  
 As Subcontractor of \_\_\_\_\_  
Name of Primary Vendor

**Part B:**

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at [svrpurch@purchasing.state.nv.us](mailto:svrpurch@purchasing.state.nv.us) Attn: Keli Hardcastle or facsimile at (775) 684-0188, Attn: Keli Hardcastle no later than **July 14, 2010**, and **must not** be returned to the company requesting the reference. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?  
 COMMENTS:
  
2. How would you rate this firm's knowledge and expertise?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
Name: \_\_\_\_\_ Rating:  
Name: \_\_\_\_\_ Rating:  
Name: \_\_\_\_\_ Rating:  
Name: \_\_\_\_\_ Rating:  
COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

# Attachment E

## COST MATRIX

<b>3.1 SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Billing Unit</b>
Individual substance abuse counseling	90806	\$83.08*	45-50 min.
Group substance abuse counseling	90857	\$32.00*	45-50 min.
Individual mental health counseling	90806	\$83.08*	45-50 min.
Group mental health counseling	90857	\$32.00*	45-50 min.
Family counseling	90847	\$97.85*	45-50 min.
Evaluations of youth detained in a detention facility at the physical location of the detention facility	90801	\$125.23*	Per hour
Evaluations via video conference from Youth Parole Bureau offices	90801	\$125.23*	Per hour
Substance abuse assessment	90801	\$125.23*	Per hour
<b>3.2 JUVENILE OUTPATIENT SEX OFFENSE SPECIFIC COUNSELING AND/OR EVALUATION</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Billing Unit</b>
Comprehensive sex offense specific evaluation (frequently referred to as S.O.S.E.)	90801	\$125.23*	Per hour
Amended/update sex offense specific evaluation	90806	\$83.08*	45-50 min.
Individual sex offense specific counseling	90806	\$83.08*	45-50 min.
Group sex offense specific counseling	90857	\$32.00*	45-50 min.
Family sex offense specific counseling	90847	\$97.85*	45-50 min.
Reunification counseling	90847	\$97.85*	45-50 min.
Relapse prevention plan	90806	\$83.06*	45-50 min.
Risk assessment	90801	\$125.23*	Per hour
Polygraph	N/A	Bid	Per Hour
<b>3.3 RESIDENTIAL AND OUTPATIENT SERVICES</b>			
<b>3.3.1 Emergency Shelter Care</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Unit</b>
Temporary shelter and care for children ranging in age from 0-21 years	N/A	Bid	Per Day
Basic needs assessment	96150	\$22.17*	15 min.
<b>3.3.2 Group Home and Day Program Services</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Unit</b>
Shelter and care for children ranging in age from 0-21 years	N/A	Bid	Per Day
Basic needs assessment	96150	\$22.17*	15 min.
Day treatment programming	H2012	\$32.43*	Per hour
<b>3.3.3 Therapeutic Care Home (Formerly Therapeutic Foster Care)</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Unit</b>
Shelter and care for children ranging in age from 0-21 years	N/A	Bid	Per Day
Basic needs assessment	96150	\$22.17*	15 min.
Reunification plan (training, developing parental support network, home visit)	90847	\$97.85*	Per hour
Family therapeutic community problem solving sessions	90847	\$97.85*	Per hour
Psychosocial Rehabilitation Skills (PSR)	2017	\$14.38*	15 min.
Basic Skills Training (BST)	2014	\$9.09*	15 min.
<b>3.4 OUTPATIENT WRAPAROUND SERVICES</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Unit</b>
Child and family assessment of strengths and needs	90801	\$125.23*	Per hour
Psychosocial Rehabilitation Skills (PSR)	2017	\$14.38*	15 min.

Basic Skills Training (BST)	2014	\$9.09*	15 min.
<b>3.4.11 Day Treatment/Rehabilitative Partial Care (DT)</b>	<b>Medicaid Code</b>	<b>Medicaid Rate</b>	<b>Unit</b>
Basic needs assessment	96150	\$22.17*	15 min.
Reunification plan (training, developing parental support network, home visit)	90847	\$97.85*	Per hour
Family therapeutic community problem solving sessions	90847	\$97.85*	Per hour
Psychosocial Rehabilitation Skills (PSR)	2017	\$14.38*	15 min.
Basic Skills Training (BST)	2014	\$9.09*	15 min.

\* Medicaid Rates are subject to change. Vendor is responsible for verifying rates prior to invoicing.

## **Attachment F**

### **BUSINESS ASSOCIATE and CONFIDENTIALITY ADDENDUM FORMS**





Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Diane Comeaux  
Print Name

\_\_\_\_\_  
Title

Administrator-Child and Family Services  
Title

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

*DIVISION OF CHILD AND FAMILY SERVICES*

Hereinafter referred to as the "Covered Entity"

and

(Enter Business Name)

---

Hereinafter referred to as the "Business Associate".

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
  2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.

3. **CFR** stands for the Code of Federal Regulations.
4. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security

Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.

14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act,

- if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
  - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
  - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
  - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

#### IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.



## V. TERM AND TERMINATION

### 1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.

2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.

3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

**IN WITNESS WHEREOF**, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

BUSINESS ASSOCIATE

Child and Family Services

\_\_\_\_\_  
(Enter Business Name)

4126 Technology Way

\_\_\_\_\_  
(Enter Business Address)

Carson City, Nevada 89706

\_\_\_\_\_  
(Enter Business City, State and Zip Code)

(775) 684-4400

\_\_\_\_\_  
(Enter Business Phone Number)

(775) 684-4455

\_\_\_\_\_  
(Enter Business Fax Number)

\_\_\_\_\_  
(Diane Comeaux-Signature)

\_\_\_\_\_  
(Authorized Signature)

Diane Comeaux

\_\_\_\_\_  
(Print Name)

Administrator-Child and Family Services

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**This document must be submitted in the "State Documents" section/tab of vendors' technical proposal**