

MEMORANDUM OF AGREEMENT

07/01/14 – 06/30/15

This Agreement entered into by The Children's Cabinet, Inc. and **City of Sparks, Parks and Recreation Department** for the performance of Before and After School Programs in compliance with the Department of Health and Human Services, Division of Welfare and Supportive Services regulations and The Children's Cabinet, Inc., shall be effective for **July 1st 2014 through June 30, 2015 for compensation not to exceed the amount of \$29,700.00**. The following are the necessary stipulations, conditions and requirements:

Reimbursements are based on the child's care level, subsidy percentage and the state maximum rate. The following is the agreed upon daily rate and the state maximum rate for each care level:

Preschool: \$15.00

School-Age: \$15.00

PERFORMANCE:

I. COMPLIANCE

- A. Insurance: Within 30 days of signing this agreement, the delegate agency shall submit proof of insurance coverage or renewal, for comprehensive liability in the amount of \$500,000 to be maintained continuously during the Agreement period.
- B. Worker's Compensation: Within 30 days of receiving the grant award, the delegate agency shall submit proof of worker's compensation coverage.
- C. IRS Tax Exemption Letter: Delegate agency must have on file proof of IRS granting 501[c]3 nonprofit status or other appropriate tax reporting documentation for public or private agencies.
- D. Child Care may be paid for children under the age of 13, or up to age 19 if the child has a physical or mental incapability of caring for him/herself as verified by the determination of a physician or a licensed or certified psychologist, or under court supervision.

II. ASSURANCES

- A. Keeping Good Records: Delegate agency assures The Children's Cabinet, Inc. that it shall maintain accurate work records on participant services, assistance, references, and duties performed under this agreement and financial transactions as may be required.

Delegate agency agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the delegate agency, 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 the delegate agency where such records may be found, with or without notice by the State or their designee, The Children's Cabinet, Inc., the Department of Administration, Budget Division, The Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the relevant Federal agency, the Comptroller General, the General Accounting Office and the Office of the Inspector General.

- B. Non-Political Activities: Delegate agency assures that funds from this grant will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate agency agrees to comply with Title VI of the Civil Rights Act of 1964; Delegate agency will not use funds from CCDF (Child Care & Development Fund) for religious or sectarian purposes. Delegate agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.
- C. Delegate agency agrees to protect, defend and absolve The Children's Cabinet, Inc. and the Nevada Department of Health and Human Services from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature; including but not limited to, claims for contribution or indemnification, or both; for injuries to, or death of any person caused by, in connection with, or arising out of any activity which is undertaken by the delegate agency pursuant to this Agreement. The delegate agency's obligation to protect, defend and indemnify, as set forth in this paragraph, shall include any and all attorney's fees and investigation and litigation expenses which are incurred by The Children's Cabinet, Inc. in enforcing or obtaining, or both, compliance with the provisions of this Agreement.
- D. Delegate agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this agreement.
- E. Delegate agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation or national origin.
- F. Delegate agency agrees that it will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City and City ordinance or State and Federal Statutes that effect the provisions of work being carried out under this Agreement.
- G. Delegate agency agrees to comply with the Pro-children Act of 1994. Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non residence indoor facility or facility which is leased by the Contractor in which a portion is also used routinely or regularly used for the provision of health, day care, education, or library services to children under 18 years of age.

III. STATEMENT OF WORK

- A. Delegate agency shall perform the following work under this Agreement within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by the Division of Welfare and Supportive Services as it pertains to contracted slots.
1. Accept participant's completed and signed Delegate Agency Enrollment Form and determine program eligibility using proper verification.
 2. Obtain participant's written self disclosure (under penalty of perjury) of all non-financial factors of eligibility for all household members to include:
 - Age
 - Identification of Special Need Children (Must be verified and prior -approved by Child Care Management)

- Identification
 - Social Security Numbers (services will not be denied or terminated upon clients refusal)
 - Citizenship
 - Child Immunization
 - Relationship (of the participant and required household members)
 - Custody
 - Residency
 - Household Composition
3. Social Security numbers for children and parents will be obtained if parent chooses to provide information. Services will not be denied for refusal to provide this info.
 4. Determine the category for which the household is eligible, i.e., employment. The NEON and Job Search Categories are not allowable categories for anyone applying with a Delegate Agency. Applicants applying for these categories should be referred to the appropriate Child Care Program Office.
 5. Verify purpose of care and schedule for all required adult members of the household (use the Purpose of Care Form; 1 per each required adult member of the household). If the participant(s) is not in an activity, i.e. purpose of care, authorized by the Child Care program, the household is not eligible.
 6. Verify household income (Employment Verification form, pay stubs, etc.)
 - Include all income deemed countable
 - Budget the reported income into a monthly amount in compliance with the methodology set for in the State Child Care Policy Manual.
 7. Ensure status of child support has been verified as required by CCPM sections 221-221.4.
 8. Using budgetable income and household size, determine if the household is eligible for delegate funding. Approved households benefits will be determined using the Household Size and Monthly Income Chart published by the Division of Welfare and Supportive Services.
 9. Eligible households will be responsible for a co-pay using the aforementioned chart with consideration of household income and household size.
 10. Ensure that all information reported on the enrollment form is complete and accurate. Forward the original Delegate Agency Enrollment Form to The Children's Cabinet, Inc. for formal program enrollment.
 11. Limit approved household's eligibility to no more than twelve (12) consecutive months.
 12. The Delegate Agency must re-address eligibility when the delegate agency has knowledge of or reason to know of changes in a household's circumstances.
 13. At the end of the current eligibility period, obtain a new application and verify all eligibility requirements before re-approving.
 14. Contact The Children's Cabinet, Inc. if the child no longer utilizes the services provided by the Delegate agency.
 15. Maintain complete documentation which supports eligibility decisions for each application for assistance and eligible child. Eligibility records for children who have received subsidy benefits during the last twelve (12) months must be on site at one location for auditing purposes.
 16. Inform parents of their rights to receive services, rights to appeal and right to file a complaint.
 17. Provide care in accordance with State of Nevada's developed rate structure and the Sliding Fee Scale.
 18. Provide verification of child's attendance in accordance with the Child Care State Policy Manual as it pertains to contracted slots.
 19. Attendance billings must include the service site/location's name, address, telephone number, period of time covered and the names of the children for which child care payment is requested.
 20. Ensure staff has a full understanding of and timely adhere to State Child Care policy changes published by the Division of Welfare and Supportive Services through The Children's Cabinet, Inc.

21. Maintain a 95% policy adherence rate as determined through Management Evaluations conducted by the State or their designee.
22. Develop, implement and monitor corrective action plans which will correct noted concerns when policy adherence is determined to be below 95%.
23. Notify The Children's Cabinet, Inc. of a participant's termination for subsidy assistance in writing.
24. Provide verbal notification to The Children's Cabinet, Inc. Administrator of any professional or ethical infraction by an employee of The Children's Cabinet, Inc. within one business day of discovery with written summary to follow within two (2) working days.
25. Unless otherwise specified the delegate agency must maintain all records relevant to this agreement for a period of three years as follows:
 - a. **Eligibility Case Files** - Retain this record for three (3) calendar years from the end of the calendar year in which the case was denied/terminated/closed.
 - b. **Child Attendance Records** - Retain this record for three (3) calendar years from last date of attendance.
 - c. **Billing Records** - Retain this record for three (3) calendar years from the date upon which the bill is paid or rejected.
26. Read the Qualification for School Age Program (attachment A) for additional information which is required to administer CCDF contract slots.

IV. MONITORING AND REPORTING

- A. Reporting: Delegate agency shall provide reports to The Children's Cabinet, Inc. in a format acceptable to and by the dates set forth in Qualification for School Age Program (attachment A) of this agreement.
- B. Monitoring: Delegate agency shall permit The Children's Cabinet, Inc. and the State of Nevada, Department of Health and Human Services representatives to monitor program performance during the year. The Children's Cabinet, Inc. will monitor delegate agency records at least two times during the year. Delegate agency will further allow access by any authorized The Children's Cabinet, Inc. Community Partnership official; State official or the comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.

V. COMPENSATION

- A. The Children's Cabinet, Inc. shall maintain financial records for this grant and payments will be made to delegate agency for costs incurred against the approved budget through The Children's Cabinet, Inc. for the Child Care Development Funds. The Delegate agency agrees to the following procedures for the processing of financial transactions:
 1. Delegate agency is to submit a signed Memorandum of Agreement prior to payment being issued. A new Agreement is to be signed annually or more often if necessary due to amendments in the Memorandum of Agreement.
 2. Delegate agency is to submit Enrollment Attendance Verification (EAV) billings monthly to The Children's Cabinet, Inc. before or by the 5th business day of each month for timely compensation.
 - a. The EAV must accurately identify at least one day of child attendance in the month for which a bill is submitted. The Contractor preference is the Delegate Agency provides actual attendance information via the EAV.
 - b. Each page of the EAV will be signed by an authorized person unless the delegate agency using electronic means to record attendance.

- c. EAV's may be submitted seeking reimbursement for the entire billing month when an enrolled and otherwise eligible child attends at least one day during the month.
 - d. When requesting a Registration Fee reimbursement, a Registration Fee Request form must be submitted. Registration fees will be limited to one payment per calendar year, per eligible enrolled child with at least one day of actual attendance in a contracted slot and payment cannot exceed \$40.
 - e. At the discretion of the Child Care contractor, the State or their designee the delegate agency's attendance logs may be requested and compared to the EAV's submitted by the delegate agency. The provider is required to cooperate with the review process.
3. For each eligible child the delegate agency's contracted slots will be paid at the state approved rate, using the state maximum daily rate sheet less the participant's co-payment responsibility. For children six years of age through 12 years of ages or children with special needs 13 years of age through 19 years of age's full time attendance is justified when attendance records validate at least 3 hours of attendance in a calendar day during the billing month. For children five and under, full time attendance is justified when attendance records validate at least 4 hours and 30 minutes of attendance in a calendar day during the billing month. Attendance less than a full-time day will be paid at the approved part-time rate.
 4. Monthly delegate agency billings are limited to an amount not to exceed the total contract compensation stated in this MOA divided by the number of service months.
 5. Delegate agency agrees to submit to The Children's Cabinet, Inc. for payment approval, along with stated EAV, supportive documentation of services rendered including:
 - a. Client's Unique Personal Identifier (UPI) and/or social security number (if obtained) and copy of intake sheet;
 - b. Category of service; and
 - c. Amount of payment to be made;
 - d. Appropriate forms.
 6. Upon approval from The Children's Cabinet, Inc., payment shall be made by The Children's Cabinet, Inc. directly to the Delegate Agency within 30 days.

This Agreement is subject to receipt of funds from the Nevada Department of Health and Human Services. In no event will delegate agency expenditures under this Grant Award exceed the amount mentioned on the MOA for full performance of the work outlined in the Agreement.

VI. TERMINATION

If the delegate agency fails to fulfill its obligations in the performance of work specified under this Agreement, or violates any of the applicable laws or conditions, The Children's Cabinet, Inc. shall have the right to terminate this Agreement by giving written notice to the delegate agency not less than ten (10) days prior to the effective date of the termination. Upon such termination, delegate agency agrees to transfer to The Children's Cabinet, Inc. any CCDF/Grant assets and child care records which are in its possession at the time of such termination.

All Parties agree that: the use or disclosure to any party of any information concerning a client/participant for any purpose not directly connected with the administration of the Division's or The Children's Cabinet, Inc. responsibilities with respect to purchased services hereunder, is prohibited.

1. The term of this Agreement and its execution are subject to all applicable Nevada laws and regulations. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.
2. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be in writing, duly signed by both parties and attached to the original of this Agreement.
3. This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, and delivered by mail or person to the other party. The Delegate agency shall be entitled to any reasonable and irrevocable expenses incurred prior to the time of termination.
4. **City of Sparks, Parks and Recreation Department** has received, and understands the Qualification for School Age Contract Program (attachment a) which provides additional information required to administer CCDF contract slots.

Authorized Signatures:

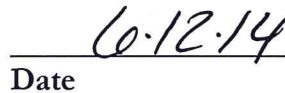
Authorized Representative
City of Sparks, Parks & Recreation Department

Date

Title of Authorized Representative



Marty Elquist, Program Director
Supporting Early Education and Development (SEED)
Formerly Child Care Resource and Referral Department (CCR&R)
The Children's Cabinet, Inc.



Date