

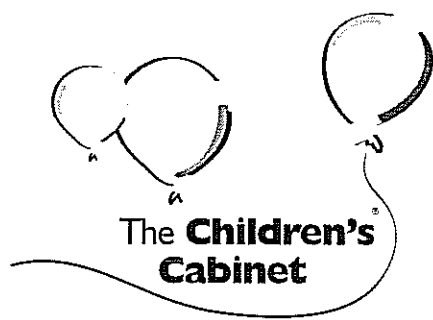
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Friday, October 07, 2011

Memo

To: City of Sparks Parks and Recreational Department
From: Maria Mendoza
The Children's Cabinet
Re: 2011-2012 Memorandum of Agreement

Enclosed you will find the child care memorandum of agreement for the period of July 1st, 2011 to June 30th, 2012.

Please note that you will need to forward us proof of comprehensive liability insurance in the amount of \$500,000 and proof of Worker's Compensation within 30 days of signing the enclosed agreement. Unless there has been a change in your status, the IRS TAX Exempt letter we have on file for you should be fine.

Please sign both copies of the enclosed memorandum of agreements. Return one of them to:

The Children's Cabinet
Attn: Maria Mendoza
1090 S. Rock Blvd
Reno, NV 89502

Please keep the other for your records. Please call Maria at 775-856-0135 with any questions you may have.

If you have question about your funding amount please call Jamie Burnett at 775-856-0105.

We are looking forward to working together in the coming fiscal year to make a difference in the lives of children and their families.

Thank you.

Attachment A
The Children's Cabinet
Qualifications for School Age Contract Program
2011-2012

I. Eligibility

a. Children To Be Served:

- Children to be serviced must be between the ages of 5 and attending Kindergarten and 6 through 12.
 1. Children who have reached the age of 13 are not eligible unless they are diagnosed as having a "special need".
 2. The "special need" must be verified by a physician or another licensed professional authorized to make such assessments. The nature of the child's special need must require adult supervision at all times. Then must be approved by The Children's Cabinet after meeting the eligibility criteria.
- An original, completed enrollment form must be submitted with each new enrollment, from the month that services are being requested to begin.
- Children are eligible for full months only, through the end of the fiscal year and are termed on June 30, 2011.
- New enrollment forms must be submitted for all families for the start of the new fiscal year. Example 7/1/10 to 6/30/11 children are termed, then new enrollment forms must be submitted for 7/1/11 to 6/30/12 fiscal year.
- Delegate agency will be responsible to provide every parent with a Child Support Information Sheet and a School Age Quality Child Care Sheet at the time of enrollment. These educational information forms will be provided to the Delegate agency by The Children's Cabinet.

b. Eligibility Criteria:

- Families must meet verified purpose of care (working).
 1. Clients who are self-employed and work in their home are not eligible.
 2. Employed clients must receive monetary compensation for their services (i.e. some clients may work in exchange for rent or food; this does not meet the employment criteria).
- Families must be income eligible and fall between the 95% to 20% categories based on the most recent State of Nevada Child Care & Development/Subsidy Program Household Size & Monthly Income Chart. The client's portion is based on total gross monthly income and family size.
- Child(ren) receiving services must be U.S. Citizens or have legal US residency.
 1. On the enrollment form, the box marked U.S. Citizen or legal US resident must be marked.
 2. Parent(s) and/or other household members related by blood or marriage and that are counted in the family size can be a non-legal US resident. (Enrollment Form must have "N/A" in the SS# field.) Even if parent is not a legal US resident, purpose of care must be verified.
- Foster Parents: Those who meet the requirements for purpose of care and are receiving foster care payments are eligible for services at 100% of the contracted approved rate.
 1. Foster care payments must be verified by copy of check or statement received by Social Services.
 2. Foster Parent(s) must provide a copy of their current Foster Care License.
 3. Foster parents related by blood or marriage are eligible for services at 100% subsidy for up to 2 years. After 2 years the relative foster parent is still eligible, however, the relative foster parent must meet the DWSS income guideline and have a co-payment.
- Relative placement from social services is handled in the same manner as a parent. Gross income is counted and together with family size and purpose of care used to determine eligibility.

c. Incomplete Enrollment Forms:

- Family enrollment forms that are received will be audited prior to enrollment for income, purpose of care, family size and subsidy %. The form will only be processed once information is complete and accurate.
- Payment will be made once a completed enrollment form is processed.
- Incomplete and inaccurate forms will be returned to the Delegate Agency for correction.
- Enrollment and payment will begin on the following month if corrections are submitted after the billing period is closed. For example, an enrollment form is received by the Cabinet on 7/06, returned to the program, corrected and resubmitted on 7/23; the first enrollment month where payment is made will be August.

d. Denials

- Families who do not meet income qualifications, purpose of care, or children who are enrolled in another program, will be denied and the Delegate agency will not be reimbursed. Collection of fees for child care services provided to the denied family is the responsibility of the Delegate Agency.

II. Income

a. Verifying Income:

- Delegate Agency will collect the last 30 days of pay stubs from the date the parent has signed the Enrollment Form. The 30 day income period must be the same for all income submitted.
- During the first month of the new contract year only, the Delegate agency can go back 45 days from the first day of the initial month that the fiscal year begins, as long as there are 30 days of consecutive pay stubs. For example if the new contract year begins on July 1st, Delegate agency can begin accepting applications signed on June 15th, and then collect pay stubs from May 17th through June 30th. Use the State Calendar of Dates to determine the exact 30 day period.
- Use the parents/clients documentation to complete The Children's Cabinet Income Worksheet to calculate the client's income.
- **How to Calculate income:**
- If the client/parent is paid weekly; add all gross amounts on the pay stubs, divide by the number of pay stubs then multiply by 4.3
 1. Example: $\$400.25 + \$280.56 + \$325.88 + \$389.75 = \$1396.44$.
Divide total by 4 = $\$349.11$ (average per check) x 4.3 = $\$1501.17$ (average monthly income).
- If the client/parent is paid bi-weekly (every other week; example, every other Friday). There will be either 2 or 3 check stubs depending upon the 30 day period; add all gross amounts divide by the number of stubs then multiply by 2.15
 1. Example: $\$720.55 + \$605.95 = \$1326.50$. Divide by 2 = $\$663.25$
(average per check) x 2.15 = $\$1425.99$ (average monthly income).
- If the client/parent is paid semi-monthly (twice a month; example, pay check always received the 15th and last day of the month); add gross stub amounts
 1. Example: $\$759.51 + 854.32 = 1613.83$ (monthly income)
- If the client/parent is paid monthly; use the monthly pay stub total.
- If the client/parent is newly employed and has not received a complete 30 days of pay stubs, use projected income. This should be verified by a letter from the employer that indicates start date, hours per week client/parent will work and rate of pay. Multiply hours client will work, times rate of pay times 4.3.
 1. Example: The employer statement says the client will work between 30 to 40 hours per week, making \$9.00 an hour. First average out the hours; $30 + 40 = 70$ divide by 2 = average hours of 35 hours per week x \$9.00 per hour x 4.3 = $\$1354.50$ gross monthly income.
- Overtime and bonuses are countable income.

b. Other Income:

- Refer to Section 310 of the Division of Welfare and Supportive Services Child Care Policy Manual (http://www.welfare.state.nv.us/child_care/ccm.htm) for a detailed list of countable and exempt income. The most common are:
 1. Child support is counted as income and, if consistent, is calculated the same way as employment income (see "How to Calculate Income" above). If payments fluctuate, use the most recent 30 days calendar month (or 60-day if a 30-day period can not provide an accurate estimate) to determine the monthly gross income. (I.e. Enrollment form date 7/24, use all child support received from June 1st through June 30th for 30-day; or from May 1st through June 30th for 60-day)
 2. Tips, count as income (manicurist, hairdressers, taxi cab drivers, cocktail staff, bartenders, waiters, etc).
 3. Clients receiving social security benefits should submit an award letter explaining the benefits that are being received and for which family member.
 - Social Security Income is exempt
 - Survivor's benefits are countable.

III. Reimbursements

a. How To Bill For Services:

- Reimbursement for eligible children is based on the percentage they qualify for at the time of enrollment.
- As long as the enrolled child remains enrolled and attends at least one day during the month, the program can complete the Enrollment Verification Form (EAV) and will be reimbursed for the number of days the agency is open to provide services to the children in the month, for up to 5 days a week, Monday through Friday.
- Days in which the delegate agency is not open to provide services for the children, such as holidays, staff training days, and closures due to weather or emergencies are not reimbursed.
- In the column "Date Attended", pick any one date the child attended a full time day and write that date down. Full time day can be combined between before and after school hours.
- Under "Time in, Time Out" write down the time the child signed in and out. There are two columns provided incase the child went before and after school.
- In the following column, mark an X next to the appropriate attendance verification:
 1. "EWA" =Enrolled with attendance - The child is enrolled and attended at least one day of the month. We will pay for the entire month on the days the program is open, as long as the child attended at least one day that month
 2. "ENA" =Enrolled no attendance - The child is still enrolled (not dropped) but didn't attend any day that month. For example, if the child is on track break or off program. We won't pay for that month but the child will stay enrolled
 3. "DWA" =Dropped with attendance - The child is dropped from the program at the end of the month but attended at least one day. We will pay for the entire month.
 4. "DNA" = Dropped no attendance - The child is dropped from the program and didn't attend any days that month. We won't pay for any day that month
- If a child leaves the program, it is each Delegate agency's responsibility to replace the enrollment with another eligible child, thus keeping the child care slots filled.
- Each page of the EAV must be signed by the Delegate agencies representative before reimbursement can be made.

b. New Enrollments:

- Children's names will need to be handwritten on a blank EAV for the first month of reimbursement. (Once processed, all new children will be preprinted on the next months EAV.)
- All new enrollment forms must be completely filled out by each family.
 1. Enrollment form must have a physical address.
- All new original enrollment forms, Purpose of Care forms, income worksheet, accompanying documentation and EAV must be submitted no later than the 5th business day of the following month.
- Indicate on the income worksheet the month the child began attendance (either the month submitted or the following month).
- Please submit the following documents with the EAV:
 1. An original completed Enrollment Form for each new family.
 2. The Purpose of Care form (1 for each parent/guardian in the household).
 3. A completed copy of The Children's Cabinet Income Worksheet.
 4. Copies of all documents used to determine income and purpose of care. This will include paycheck stubs, letter from employer (for newly employed client).
 5. Documentation of child support, if received; either 30 days of income printout from DA's office, copy of full 30 days child support check stubs, copy of court agreement or letter from non-custodial parent (NCP) if private arrangement (must be dated, have NCP's signature, address & phone number).
 6. Documentation verifying all "other income".
 7. Foster Parent(s): Current Foster Care License.

c. Registration Fees:

- Delegate agency may either request a registration fee for every child or elect to not request registration fees.
- Registration fees will be limited to one payment per calendar year per child, and must not exceed \$40 per eligible enrolled child with at least one day of actual attendance.
- Payment will be issued up to 2 months after the child's first month of enrollment. For example, if the child's first month of attendance is July, payment will be with August's reimbursement check which is issued in September.

d. Receipt of Payments:

- Always review the reimbursement report and the check once both are received.
- If there are any discrepancies, the Delegate agency has 60 days, from payment date, to dispute any errors. If an error is found, then an adjustment will be done if applicable.
- Anything outside of this time frame will not be reimbursed.

IV. Program Documentation

- Delegate agency is required to retain all program documentation for each fiscal year, located at one site for auditing purposes, and for a period of three years as detailed in the Memorandum of Agreement.
- Delegate agency is required to keep copies of all documentation used at time of enrollment to determine eligibility.
- Delegate agency is required to keep attendance records and verification that co-payments were collected from the client/parent. Periodically the Delegate agency will be asked to turn in copies of monthly attendance and proof of co-pay records for auditing purposes.

MEMORANDUM OF AGREEMENT

07/01/11 – 06/30/12

This Agreement entered into by the Childrens 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 Human Resources Welfare Division regulations and Childrens Cabinet, Inc., for compensation not to exceed the amount of **\$33,000.00** shall be effective from *July 1st, 2011 to June 30th, 2012*, with the following stipulations, conditions and requirements:

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 Childrens 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, Childrens 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 Childrens Cabinet, Inc. and the Nevada Department of Human Resources 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 Childrens 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 adult members of the household (use the Purpose of Care Form; 1 per each 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, 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. 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.
8. Eligible households will be responsible for a co-pay using the aforementioned chart with consideration of household income and household size.
9. Ensure that all information reported on the enrollment form is complete and accurate. Forward the original Delegate Agency Enrollment Form to Children's Cabinet, Inc. for formal program enrollment.
10. Limit approved household's eligibility to no more than twelve (12) consecutive months.
11. 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.
12. At the end of the current eligibility period, obtain a new application and verify all eligibility requirements before re-approving.
13. Contact Children's Cabinet, Inc. if the child no longer utilizes the services provided by the Delegate agency.
14. 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.
15. Inform parents of their rights to receive services, rights to appeal and right to file a complaint.
16. Provide care in accordance with State of Nevada's developed rate structure and the Sliding Fee Scale.
17. Provide verification of child's attendance in accordance with the Child Care State Policy Manual as it pertains to contracted slots.
18. 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.
19. 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 Children's Cabinet, Inc.
20. Maintain a 95% policy adherence rate as determined through Management Evaluations conducted by the State or their designee.
21. Develop, implement and monitor corrective action plans which will correct noted concerns when policy adherence is determined to be below 95%.
22. Notify Children's Cabinet, Inc. of a participant's termination for subsidy assistance in writing.
23. Provide verbal notification to 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.

24. 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.
25. 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 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 Children's Cabinet, Inc. and the Department of Human Resources State of Nevada representatives to monitor program performance during the year. 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 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. 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 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 voucher/Enrollment Attendance Verification (EAV) billings monthly to 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 provider's attendance logs may be requested and compared to the EAV's submitted by the provider. 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 special needs children 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 months multiplied against .75) covered under this agreement multiplied by the number of calendar months completed from the effective date of the MOA to the billing date minus all reimbursements already received under the current contract.

FORMULA:

$$\frac{\text{Total Contract Authority (dollars)}}{\text{months covered by contract}} \times (\text{number of calendar months completed} - \text{reimbursements already received under this contract}) \times (.75)$$

5. Delegate agency agrees to submit to Children's Cabinet, Inc. for payment approval, along with stated voucher/billings, 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 Children's Cabinet, Inc., payment shall be made by 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 Human Resources. In no event will delegate agency expenditures under this Grant Award exceed **\$33,000.00** for full performance of the work outlined in the Agreement.

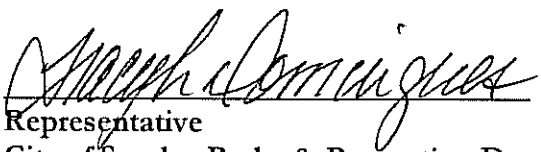
VI. TERMINATION

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, 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.

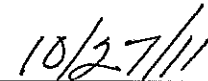
All Parties agree that: the use or disclosure to any party of any information concerning a client/participant for any purpose not directly connected with the administration of the Division's or Children's Cabinet, Inc. responsibilities with respect to purchased services hereunder, is prohibited.

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:



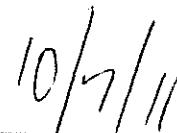
Representative
City of Sparks, Parks & Recreation Department



Date



Jamie Burnett, Program Director
Child Care Resource & Referral
The Children's Cabinet, Inc.



Date