



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** November 16, 2017

RE: *Approval of Interlocal Agreement between Southern Nevada Health District and the Nevada Department of Health and Human Services, Division of Child and Family Services*

PETITION # 14-17

That the Southern Nevada District Board of Health approve the Interlocal Agreement C1800005, between the Southern Nevada Health District and Nevada Department of Health and Human Services, Division of Child and Family Services to allow Health District to provide youth in the Summit View Youth Center training in the Food Handler Safety Program.

PETITIONERS:

Larry Rogers, Environmental Health Manager *LSR*
Jacqueline Reszetar, Director of Environmental Health *JR*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JP*

DISCUSSION:

This Agreement supports the collaboration of the Parties to allow Summit View Youth Center participants to succeed through enhancement of viable work skills, including culinary training and earning a Food Handler Safety Training Card.

Summit View Youth Center will provide youth at their facility, aged 18 and over, the opportunity to participate in a two-week food handler safety program. The Health District will provide classroom training and Summit View Youth Center will provide access to their professional kitchen for hands-on training during the second week of the program. Participants will be provided a certificate of completion and the ability to obtain the Food Handler Safety Training card upon successful completion of the training program.

FUNDING:

The Southern Nevada Health District is committing 0.04 FTEs annually to this project at no cost to the Nevada Department of Health and Human Services.



**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
C1800005**

This Interlocal Agreement (“Interlocal”) is made and entered into between the Southern Nevada Health District (“Health District”) and the Nevada Department of Health and Human Services, Division of Child and Family Services (“DCFS”) (individually referred to as “Party” and collectively as “Parties”).

RECITALS

WHEREAS, Nevada Revised Statutes (“NRS”) 277.180 authorizes public entities to contract with one or more other public agencies to perform any governmental service activity or undertaking which any of the public agencies entering into the contract is authorized to perform; and

WHEREAS, Health District is the public health entity organized pursuant to NRS Chapter 439; and has jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, DCFS operates three juvenile justice centers (Nevada Youth Training Center, Caliente Youth Center, and Summit View Youth Center (collectively the “JJC”) for placement of youths ages 12 to 21 who have been committed to DCFS; and

WHEREAS, DCFS partners with families, communities, and other governmental agencies to provide support and/or services to assist Nevada’s children and families in reaching their full human potential; and

WHEREAS, Health District is able to provide services through its Food Handler Safety Training (“Program”) for select youth (“Participant(s)”) committed to the DCFS; and

WHEREAS, Summit View Youth Center (“SVYC”) has and will make available, appropriate space for classroom instruction and its kitchen preparation area in furtherance of the Program; and

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. PURPOSE/SCOPE

- 1.1. The collaboration of the Parties will support opportunities to succeed for Participants through enhancement of viable work skills. The Parties anticipate this collaboration will lead to other programs of mutual interest and benefit.

2. AGREEMENT OF THE PARTIES

2.1. DCFS agrees to:

- 2.1.1. Determine which youth committed to the JJC are interested in receiving culinary training to earn a Food Handler Safety Training Card (“Food Handler Card”) and quarterly select no more than ten (10) youth who are interested in Program attendance.
- 2.1.2. Provide both a space for classroom instruction that will allow for PowerPoint presentations and interactive games, and a kitchen preparation area.
- 2.1.3. Provide the Health District with a summary of the educational and functional levels of each Participant selected for each quarter.
- 2.1.4. Ensure that each Participant is at least eighteen (18) years of age.
- 2.1.5. Provide the Health District with a passport quality photo for each Participant who successfully completes the Program to facilitate issuance of the Participant’s Food Handler Card.
- 2.1.6. Upon the release of each Participant who has successfully completed the Program, provide each such Participant with their Food Handler Card issued by and received from the Health District.
- 2.1.7. Provide Health District with form(s) to be completed for each Health District employee providing Program instruction (“Instructors”) prior to their arrival at the SVYC.
- 2.1.8. Pay administrative expenses associated with the Program, including any required Instructor background checks.

2.2. Health District agrees to:

- 2.2.1. Provide quarterly Food Handler Safety Training to Participants at the SVYC, consisting of 1.5 hours of classroom instruction followed by 1.5 hours of hands on training with the SVYC kitchen staff.
- 2.2.2. Tailor Program curriculum based on the educational and functional level of Participants for each quarter.
- 2.2.3. Issue and mail Food Handler Cards to DCFS for Participants who successfully complete the Program.
- 2.2.4. Complete, or ensure completion by Instructors as appropriate, all required forms, listed in paragraph 5) below for delivery to DCFS prior to the scheduling of each quarterly Program session.
- 2.2.5. Confirm with DCFS that each DCFS required Instructor background check is completed before an Instructor’s schedule to deliver Program instruction begins.

3. EFFECTIVE AND ENDING DATES

3.1. This Interlocal is effective on the date of the last signature affixed hereto (“Effective Date”) through June 30, 2020, unless otherwise terminated as provided in this Interlocal.

4. TERMINATION

4.1. This Interlocal may be terminated by either Party with or without cause upon thirty (30) calendar days’ written notice to the other Party unless a lesser time is mutually agreed upon in writing by both Parties. Said notice shall be delivered by certified mail, return receipt requested.

5. INCORPORATED DOCUMENTS

5.1. The following documents, more fully described in the attachments to this Interlocal, are incorporated into and are specifically a part of this Interlocal:

- Attachment A: State of Nevada Volunteer/Board Member Application
- Attachment B: State of Nevada Volunteer, Inmate, Intern and Board Member Job Description
- Attachment C: State of Nevada Volunteer/Intern Profile & Application
- Attachment D: State of Nevada Volunteer/Intern Agreement
- Attachment E: State of Nevada Volunteer/Intern Release of Information
- Attachment F: State of Nevada/DCFS Background Investigation Notification
- Attachment G: Nevada Department of Public Safety, Fingerprint Background Waiver
- Attachment H: State of Nevada, DCFS, Employer Request for Child Abuse & Neglect Central Registry Information
- Attachment I: Nevada Juvenile Services Prison Rape Elimination Act
- Attachment J: State of Nevada Volunteer/Intern Confidentiality Statement
- Attachment K: State of Nevada, DCFS, HIPAA Confidentiality Agreement
- Attachment L: State of Nevada/DCFS/New Workforce Members Online Training Requirements
- Attachment M: New Employee Training, Deficit Reduction and False Claims Act
- Attachment N: Deficit Reduction and False Claims Act Certification Employee Training Certification
- Attachment O: DCFS, IT Statement of Understanding
- Attachment P: State of Nevada, DCFS, Confidential Employment Reference Check
- Attachment Q: Memorandum of Understanding – Volunteer in State Service
- Attachment R: State of Nevada, DCFS, Volunteer/Intern Termination Memo

6. INDEPENDENT ENTITIES

6.1. The Parties are associated with each other only for the purposes and to the extent set forth in this Interlocal. In respect to performance of services pursuant to this Interlocal, each Party is a public agency separate and distinct from the other Party and, subject only to the terms of this Interlocal. Each has the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Interlocal.

7. APPLICABLE LAW

7.1. This Interlocal 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 regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

8. AMENDMENTS OR MODIFICATIONS

8.1. This Interlocal may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties.

9. INDEMNIFICATION

9.1. Neither Party waives any right or defense to indemnification that may exist in law or equity.

10. NOTICES

10.1. All notices under this Interlocal will be in writing and will be deemed to have been duly given when delivered by: i) personal delivery; ii) deposit in the United States mail, postage prepaid, certified mail, return receipt requested, or iii) overnight courier service to the following addresses, or to such other address as either Party may specify in writing from time to time:

Southern Nevada Health District
Financial Services Department
Financial Services Supervisor
280 S. Decatur Blvd.
Las Vegas, NV 89107

Nevada Department of Health and Human Services
Division of Child and Family Services
John Muñoz, Superintendent
Summit View Youth Center
5730 Range Road
Las Vegas, NV 89115

11. PUBLIC RECORDS

11.1. The Parties are public entities. As such, pursuant to NRS Chapter 239, information or documents, including this Interlocal and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.

12. NO PRIVATE RIGHT CREATED

12.1. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Interlocal shall not be construed to create such status. The rights, duties, and obligations contained in the Interlocal shall operate only between the Parties to this Interlocal, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Interlocal.

13. COUNTERPARTS

13.1. This Interlocal may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, the Parties hereto have caused this Interlocal to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

**NEVADA DEPARTMENT OF
HEALTH & HUMAN SERVICES
DIVISION OF CHILD AND
FAMILY SERVICES**

By: _____
Andrew J. Glass, FACHE, MS
Director of Administration

By: _____

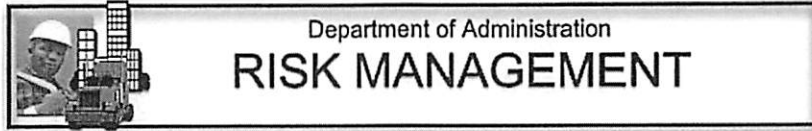
Date: _____

Date: _____

Approved as to Form:

Annette L. Bradley, Esq.
General Counsel

ATTACHMENT A



State of Nevada

VOLUNTEER/BOARD MEMBER APPLICATION

1. Name or sponsoring organization _____
2. Mailing Address _____ Phone _____
3. What is the average number of volunteers that will be active in this program each month? _____
4. What is the purpose of this program? (What kind of services are provided?)

5. Describe the work and activities that will be performed.

6. Where will this work be performed? _____

7. When will this work begin? _____ End? _____

8. Name the individual(s) who is authorized to sign Employer's Report of Injury (C-3 form) when volunteers are involved.

A. _____
Name and title

B. _____
Name and title

Street Phone

Street Phone

City State Zip

City State Zip

9. The employer is required to maintain as part of its official records a roster of active volunteers. Name the individual responsible and the location of the roster.

Name	Title	Phone
------	-------	-------

Location of Roster (Address)

10. List the individuals who can be contacted by AIG for information regarding volunteers.

Name and title	Phone	Address
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Signature	(Print) Name	Title	Date
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Rev. 4/2008

ATTACHMENT B
STATE OF NEVADA
RISK MANAGEMENT DIVISION

Volunteer, Inmate, Intern and Board Member Job Description

Budget # _____ **Division** _____

Contact Person _____ **Telephone** _____

Activity in the following categories will occur or is anticipated in current Calendar year.

_____ **Volunteers – Description of work performed:**

_____ **Inmates – Description of work performed:**

_____ **Interns – Description of work performed:**

_____ **Board Members/Commissioners NOT set up in Central Payroll System**

_____ **Other – Please Describe:**

Return completed form to: Stacie Hancock at Risk Management

201 South Roop Street, Suite 201 Carson City NV 89701

Name of agency representative completing this form: _____

Date: _____

Rev: 2/2015

ATTACHMENT C
State of Nevada Volunteer/Intern
Profile & Application

Agency: _____ Dept.: _____

Applicant:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ p.m.: () _____

Social Security #: _____

Emergency Contact(s):

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ p.m.: () _____

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ p.m.: () _____

Area of Interest(s):

Dept. or Agency: _____

Location: _____

Contact Person: _____

Work Interests: _____

Availability: _____

Date Available to begin: _____

Days: _____ Hours: _____

For Completion by Supervisor:

Computer Access

UNITY

AVATAR

Email/Computer Access Only

Status: Please Check

Volunteer Field Practicum

Work Study Foster grandparent

RSVP Community Ser.

Internship Other _____

Referral Source:

UNR/UNLV Schools

Community College

Agencies Courts

Other _____

Assignment:

Location: _____

Supervisor: _____

Responsibilities:

Secretarial Business

Clinical Support

Other: _____

Official Start Date: _____

Official/Approx. End Date: _____

Note: Fingerprint and background checks are required.

Have you ever been arrested for anything other than a traffic violation? Yes No
If the answer is "yes," please explain. If the answer is no, check here _____

List three references. Give addresses and telephone #.

Name: _____ Telephone #: () _____

Address: _____

Name: _____ Telephone #: () _____

Address: _____

Name: _____ Telephone #: () _____

Address: _____

Education:

Highest grade completed: _____

List certificates and degrees: _____

List skills and talents: _____

Languages Known: _____
(Fluency): Reading Speaking Writing

Experience (Please Explain):

Children 1-12 yrs.: _____

Adolescents: _____

Adults: _____

Elderly: _____

Other: _____

Employment:

Current employment: _____

Address: _____

Start date: _____ **Type of work:** _____

Thank you for your willingness to volunteer your time and effort.

ATTACHMENT D

State of Nevada Volunteer/Intern Agreement

Agency: _____ Department: _____

As a condition of my serving as a Volunteer for the State of Nevada, I understand and agree that:

- 1. I enter into this agreement in accordance with NRS 284.173, which states in part: " an independent contractor is not in the classified or unclassified service of the State of Nevada." and "there must not be...
1. withholding of income taxes by the state;
2. participation in group insurance plans which may be available to employees of the state;
3. participation or contributions by either the independent contractor or the State to the Public Employees retirement System;
4. accumulation of vacation or sick leave; or
5. unemployment compensation coverage provided by the State if the requirements of NRS 612.085 for independent contractors are set."
2. Federal regulations(45 CFR 205.50 and 228.10, and the State Statute NRS 432B.280 and 290) require that the State safeguards information concerning all information arising from and investigation and case under Chapter 432B of the NRS. The State has the responsibility to ensure that all information is safeguarded including, but not limited to the following:
a. names and addresses of clients;
b. information relating to the social, economic, physical conditions or circumstances of a particular individual;
c. agency/dept. evaluations of information about a particular individual;
d. medical data, including diagnosis and past history or disease or disability concerning a particular individual.

Additionally, the Volunteer agrees to:

- 1. accept the guidance and decisions of their supervisor.
2. carry out their assigned duties promptly and reliably.
3. use space and equipment only for work assigned and only at authorized times.
4. maintain the dignity and integrity of the agency/dept. with the public, and honor confidential information.
5. accept evaluation and notify the agency/dept. in writing (with appropriate notice) of extended leave or resignation.
6. understand the function of the paid staff and maintain a smooth working relationship with them and to stay within the bounds of volunteer responsibility.
7. participate in meetings as requested by the supervisor.

Signature of Volunteer: _____ Date: _____

Signature of Supervisor: _____ Date: _____

ATTACHMENT E
State of Nevada Volunteer/Intern
Release of Information

Agency: _____ Department: _____

The Nevada Record of Criminal History Act, effective July 1, 1979, provides that any agency of criminal justice must provide to a prospective employer, upon request, records of criminal history concerning a prospective employee which reflect:

1. Convictions only or pertain to an incident for which the prospective employer is currently with the system of criminal justice, including parole and probation (NRS 179A.100(3)).
and
2. with written consent of the prospective employee to the agency to provide records of criminal history as defined in NRS 179A.070

This release, therefore, allows that information and "...notations of arrests, detention, indictments, informations, or other formal criminal charges and dispositions of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release, occurring in Nevada, "be released to the prospective employer from further dissemination of this information.

As a condition of a person providing a service for the State of Nevada, and not being in a classified or unclassified position in the State of Nevada, the "employee" referred to in the aforementioned notations includes all persons who volunteer for the State of Nevada.

RELEASE EXPIRES SIX(6) MONTHS FROM THE DATE OF SIGNATURE

I, _____, having made application to a State of Nevada program to volunteer, authorize the release of any Nevada record of criminal history pertaining to me. I have been advised that employees and volunteers are required to be thoroughly investigated, due to the nature of services provided.

I, hereby release The State of Nevada and its' employees and the Division of Investigation of Motor Vehicles, and the Nevada Law Enforcement Agencies and their employees from any damage or liability in furnishing said Nevada record of Criminal History information to the prospective employer.

PLEASE PRINT LEGIBLY ALL THE INFORMATION REQUESTED BELOW:

Agency Name: _____ Position Title: _____

Volunteer's Name: _____ Maiden Name: _____

Date of Birth: _____ Place of Birth: _____

Other names used: _____

Address: _____

Eyes: _____ Hair: _____ Height: _____ Weight: _____

Race: _____ Sex: _____ Social Security #: _____

Driver's License #: _____ State Issued: _____ Date of exp.: _____

Signature of Applicant: _____ Date: _____

Signature of Witness: _____ Date: _____

Rev. 2/1999

Brian Sandoval
Governor

ATTACHMENT F
STATE OF NEVADA

RICHARD WHITLEY
Director

KELLY WOOLDRIDGE
Acting Administrator



Northern/Rural Region
4126 Technology Way
3rd Floor
Carson City, NV 89706
Phone: (775) 684-4406
Fax: (775) 684-7951

Southern Region
6171 W. Charleston
Building 8
Las Vegas, NV 89146
Phone: (702) 486-6191
Fax: (702) 486-7742

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
PERSONNEL

BACKGROUND INVESTIGATION NOTIFICATION

I, _____, understand I must clear a background check through the Child Abuse and Neglect Registry (CANS) AND the State of Nevada and F.B.I. criminal history records as a condition of employment with the Division of Child and Family Services.

I understand that I must agree to and sign the Civil Applicant Waiver provided by the Nevada Department of Public Safety.

I understand the Division of Child and Family Services may use the information received as a result of criminal history investigation in determining whether to continue my employment with the Division or take other action with regard to my employment.

I agree to pay the charges associated with the background check including the fee, if any, for rolling of fingerprints and the fee associated with conducting the search.

APPLICANT/EMPLOYEE SIGNATURE

DATE

EMPLOYER'S SIGNATURE

DATE



FINGERPRINT BACKGROUND WAIVER

As an applicant who is the subject of a Federal Bureau of Investigation (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose you have certain rights which are discussed below.

1. You must be notified by (enter name of requesting agency) Division of Child and Family Services that your fingerprints will be used to check the criminal history records of the FBI and the State of Nevada.
2. If you have a criminal history record, the officials making a determination of your suitability for the job, license or other benefit for which you are applying must provide you the opportunity to complete or challenge the accuracy of the information in the record. You may review and challenge the accuracy of any and all criminal history records which are returned to the submitting agency. The proper forms and procedures will be furnished to you by the Nevada Department of Public Safety, Records Bureau upon request. If you decide to challenge the accuracy or completeness of your FBI criminal history record, Title 28 of the Code of Federal Regulations Section 16.34 provides for the proper procedure to do so:
16.34 - Procedure to obtain change, correction or updating of identification records.
If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.
3. Based on 28 CFR § 50.12 (b), officials making such determinations should not deny the license or employment based on information in the record until the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.
4. You have the right to expect that officials receiving the results of the fingerprint-based criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal or state statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.
5. I hereby authorize (enter name of requesting agency) Division of Child and Family Services, to submit a set of my fingerprints to the Nevada Department Public Safety, Records Bureau for the purpose of accessing and reviewing State of Nevada and FBI criminal history records that may pertain to me. In giving this authorization, I expressly understand that the records may include information pertaining to notations of arrest, detentions, indictments, information or other charges for which the final court disposition is pending or is unknown to the above referenced agency. For records containing final court disposition information, I understand that the release may include information pertaining to dismissals, acquittals, convictions, sentences, correctional supervision information and information concerning the status of my parole or probation when applicable.

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and/or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.

In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: _____
(PLEASE PRINT LAST, FIRST, MIDDLE)

Address: _____

Applicant's Signature: _____

Date: _____

Submitting Agency: Division of Child and Family Services

Address: 4126 Technology Way 3rd Floor, Carson City, Nevada 89706

Agency representative: _____
(PLEASE PRINT LAST, FIRST, MIDDLE)

Agency representative's Signature: _____

Date: _____

**ATTACHMENT H
 STATE OF NEVADA
 Division of Child and Family Services**

**EMPLOYER REQUEST FOR CHILD ABUSE & NEGLECT CENTRAL REGISTRY
 INFORMATION
 NRS 432.100-130, NRS 432B and NAC 432B.170**

Information about substantiated child abuse and neglect reports in the Central Registry may be requested in accordance with NRS 432B.290 (attached). In order to confirm your right to the information, you must provide a complete name - include any other names used – such as maiden name, date of birth and Social Security Number (SSN) to assist with the data search. A photo-identification document must be provided to ensure that the individual has entitled said party to the information contained in the Central Registry.

All requests must be mailed to:
 Nevada Division of Child and Family Services, Central Registry
 4126 Technology Way, 3rd Floor
 Carson City, NV 89706
 Or faxed to: 775-684-7951

PART I. IDENTIFYING DATA

List all adults (18 and over) For Whom Information Is Being Requested					
1. Applicant Name:					
Maiden Name:			Date of Birth:		
Alias/other name(s) used:			Driver's License Number:		
Gender/Sex:		Female:	Male:	Social Security Number:	
2. Applicant Name:					
Maiden Name:			Date of Birth:		
Alias/other name(s) used:			Driver's License Number:		
Gender/Sex:		Female:	Male:	Social Security Number:	

List name (s) of children in family or home - include any other name(s) used:					
Last Name:	First:	Middle	DOB:	Sex	SSN:
1.)					
2.)					
3.)					
4.)					

Date: 06/01/2010
 Posted 06/01/2010

CPS & CAPTA

Section FPO 0507A Page 1 of 2
 FPO 0507A – Employer Request
 For Child Abuse & Neglect
 Central Registry Information

PART II. APPLICANT REQUESTING INFORMATION

Employer/ Agency Requesting Information:

I am an employer and request information in accordance with subsection 3 of NRS 432.1000

Osiris Noble, Administrative Assistant II
 Print Name and Title of Person Requesting Data Signature Date

Division of Child and Family Services
 Employer/ Agency Name
4126 Technology Way, 3rd floor, Carson City, NV
 Business Address
775-684-4452 onoble@dcfs.nv.gov 775-684-7951
 Telephone Number E-mail Fax Number

PART III. APPLICANT REASON FOR REQUEST:

1. Release to self: I am an adult (18 years or older) and am requesting a Central Registry check on myself.
 To determine if I have been found responsible for substantiated child abuse.
2. Release to an agency/individual related to:
 Child care related employment Elder care related employment CASA
 Schools/public and private Other (please list below)
 Explanation: _____

PART IV. AUTHORIZATION TO RELEASE INFORMATION

A. Pursuant to Nevada Revised Statutes 432B and NRS 432.100-.130, pertaining to confidentiality of Child Protective Services records and the Child Abuse Central Registry, I hereby authorize the Nevada Division of Child and Family Services to disclose information regarding substantiated reports of abuse or neglect to:
 1. Name: Darren Squillante, Human Resource Officer, Division of Child and Family Services (self, agency, employer or individual listed in Part II), about a finding of a substantiated report of abuse or neglect in the Central Registry.

CLIENT SIGNATURE 1: _____ Date: _____
CLIENT SIGNATURE 2: _____ Date: _____

***A signed authorization to release information from the Central Registry is required for all Adults (over age 18) listed in Part I.**

*** Required: Please attach a copy of photo identification of applicant – an ID card, driver's license or other form of identification.**

For Central Office Use Only	
<input type="checkbox"/> No record Found	
<input type="checkbox"/> Record Found (Please see attached)	

Date: _____ Signature: _____
 Name/Title (Print): _____

Date: 06/01/2010
 Posted 06/01/2010

CPS & CAPTA

Section FPO 0507A Page 2 of 2
 FPO 0507A – Employer Request
 For Child Abuse & Neglect
 Central Registry Information

ATTACHMENT I
Nevada Juvenile Services
Prison Rape Elimination Act
42 U.S.C. § 15601, et seq. and 28 C.F.R

The Nevada Division of Child and Facility Services- Juvenile Services has a Zero Tolerance policy for any form of sexual misconduct to include staff/contractor/or volunteer on inmate or inmate on inmate sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any staff member/contractor/volunteer who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between inmates shall be subject to disciplinary action and may be subject to criminal prosecution. The Division shall take a proactive approach regarding the prevention, detection, response and punishment of any type of sexual contact.

1. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, or have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or have you been civilly or administratively adjudicated to have engaged in the activity described in any part of this question?

YES

NO

2. Have you been adjudicated as having engaged in any type of inmate Sexual Harassment, which includes as a staff member, volunteer, contractor, or as any type of service provider coming in contact with an inmate in the facilities mentioned in question 1? Sexual Harassment includes but is not limited to:

- Repeated verbal comments of a sexual nature to an inmate; or
- Demeaning references to gender; or
- Derogatory comments about body or clothing; or
- Repeated profane or obscene language or gestures

YES

NO

Signature

Date

Print Name

ATTACHMENT J
State of Nevada Volunteer/Intern
Confidentiality Statement

Agency: _____ Department: _____

Nevada Law and the Code of Professional Responsibility of the State of Nevada extends not only to the employees of the State, but also to Volunteers helping the State. Pursuant to Nevada Law and the Code, a Volunteer's assigned tasks and all communication on behalf of a client is strictly confidential. Consequently, all assigned tasks and conversations in connection with the State and its' clients is considered **CONFIDENTIAL** and is not to be discussed with anyone. Furthermore, it is not appropriate to discuss a client matter with other personnel in the agency/dept whose duties do not require such knowledge. **It is against the Law and Unethical to reveal to persons not employed by the agency/department that the agency/department assisted any particular client, for any reason, whatsoever, without the client's written permission.**

When talking to a person on the telephone, do not acknowledge knowing or give out any information, unless specifically authorized to do so. Also, all volunteers are cautioned against using client names when they might be overheard by other clients or other persons who may be in the area.

Volunteers should handle and/or read specific case files only when they are directly related to the performance of their assigned duties. **FILES ARE NEVER TO BE REMOVED FROM THE OFFICE AND NOT REMOVED FROM THEIR ASSIGNED LOCATION, EXCEPT FOR NECESSARY TASK RELATED FUNCTIONS DURING AGENCY/DEPT. HOURS (8:00AM-5:00PM).**

A request from a source outside the agency/dept. for written or verbal information about any client should be referred to your supervisor. **Volunteers for the State of Nevada must not release, provide or make available to any individual, organization, or the general public, a client's name or case information other than what is necessary for meeting or complying with the applicable agency/dept. regulations and/or requirements.**

ANY BREACH OF NEVADA LAW OR THE CODE OF CONDUCT AND ETHICS IS REASON FOR IMMEDIATE DISMISSAL AS A VOLUNTEER, AS WELL AS OTHER AGENCY/DEPT. ACTION.

I HAVE BEEN PROVIDED AN ADEQUATE EXPLANATION REGARDING THIS CONFIDENTIALITY STATEMENT. I HAVE READ AND UNDERSTAND AND AGREE FULLY WITH ITS' CONTENT AND PROCEDURES.

Volunteer's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Rev 2/1999

**ATTACHMENT K
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES**

**Health Insurance Portability and Accountability Act (HIPAA)
CONFIDENTIALITY AGREEMENT**

**For Employees, Contractors, Temporary Workers, Students, Interns, Externs, Voluntary Workers or
Other Workforce Members as defined by the Division**

I acknowledge that during the course of performing my assigned duties at the Division I may have access to, use of, or disclose information which is protected by federal and state law. I hereby agree to consider this information as confidential and handle such information in a confidential manner at all times during and after my employment and commit to the following obligations:

- A. I will use and disclose information received only in connection with and for the purpose of performing my assigned duties.
- B. I will request, obtain or communicate information only as necessary to perform my assigned duties and shall refrain from requesting, obtaining or communicating more information than is necessary to accomplish my assigned duties.
- C. I will take reasonable care to properly secure all information on my computer and will take steps to ensure that others cannot view or access such information. When I am away from my workstation or when my tasks are completed, I will log off my computer or use a password protected screensaver in order to prevent access by unauthorized users. All information I transmit by email, fax or other electronic means will be secured in accordance with Department and Division guidelines.
- D. I will not disclose my personal password(s) to anyone. I will not record or post passwords in an accessible location and will refrain from performing any tasks using another person's password.
- E. I will use and disclose information solely in accordance with HIPAA Privacy and Security Rules. I also agree to comply with any Division HIPAA Training requirements.
- F. I will immediately report any unauthorized use or disclosure of any information of which I become aware to my supervisor or the Division's HIPAA Privacy Officer.
- G. If I am a supervisor/manager, I acknowledge I am responsible to ensure all employees, contractors, temporary workers, students, interns, externs, voluntary workers or any other workforce member under my supervision, signs the Division's HIPAA Confidentiality Agreement, and completes all required training.

I understand and agree my failure to fulfill any of the obligations set forth in the Agreement and/or my violation of any terms of this Agreement may result in my being subject to appropriate disciplinary action, up to and including termination of employment in accordance with the Rules for State Personnel

**Administration (NAC 284) and the State of Nevada Department of Health and Human Services
Incompatible Activities – Prohibition and Penalties.**

I understand, if my Division is a covered entity or I work in a covered component of the Division, the civil monetary and/or criminal penalties for misuse or misappropriation of protected health information outlined in the Health Insurance Portability & Accountability Act (HIPAA) can be levied against me personally as well as the Division. Civil penalties can range from \$100 per violation to a current annual maximum of \$1.5 million or as determined by federal or state law depending on the type of violation. Criminal penalties can also be imposed.

My signature below acknowledges I have read and understand this document. Should I have any questions, I will ask my supervisor or the Division's HIPAA Privacy Officer.

Signature

Date

Print Name Clearly

Program and Location

- Employment Status:
- Employee
 - Contractor
 - Intern/Extern
 - Student
 - Volunteer
 - Temporary Worker
 - Other (Specify) _____

ATTACHMENT L
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES

New Workforce Members Online Training Requirements

Access

Note: State employee's access to the training is based on enrollment in the State Personnel System. Once your name appears on the State Phone Directory you will have access to the online training.

State Phone Directory is located: <https://ned.nv.gov/>

Search for Course Name: Nevada Information Security Awareness

By Governor's Executive Order 01/01/2006, requires all new workforce members to complete the Department of Administration Enterprise IT Services (EITS) Information Security Awareness training available online through the Department of Personnel website. EITS maintains a database to confirm completion of this training.

The training is available at: <https://nvelearn.nv.gov/moodle/>

Search for Course Name: New Employee HIPAA and Confidentiality Awareness Training (DCFS)

Effective 12/01/2010, all new workforce members are required to complete the Health Insurance Portability and Accountability Act (HIPAA) and Confidentiality Awareness training available online through the Department of Personnel website.

The training is available at: <https://nvelearn.nv.gov/moodle/>.

Enrollment Key: DCFSNEW

You have been provided an Enrollment Guide to assist you with the online enrollment. State employees will have training completion date registered in their NEATS training record.

If you are not a State employee, contact the Division's HIPAA Privacy & Compliance Officer to establish access to this training: Ladler@dcfs.nv.gov

I acknowledge, I must complete the above online trainings within 10 business days of employment. Failure to complete this training may determine whether the Division will continue my employment or to take other action with regard to my employment.

Print Name

Date of Employment

Print Program Name

Print Primary Work Location

Individual's Signature

Date

cc: Kathryn Martin, HIPAA Privacy and Compliance Officer

Effective 12/01/2010
Revised 03/14/2013

NEW EMPLOYEE TRAINING DEFICIT REDUCTION ACT – FALSE CLAIMS ACT

ATTACHMENT M

The Deficit Reduction Act (DRA) requires all entities receiving \$5,000,000 or more from the state Medicaid program to provide employees with information concerning the False Claims Act (FCA). The FCA, originally dubbed the “Lincoln Law”, was enacted in the wake of Civil War profiteering, imposing civil liability on organizations and individuals that made false claims to the government for payment.

The FCA holds anyone who submits or causes someone else to submit a false or misleading claim for government funds liable for civil damages. A claim is simply some demand for money or property (e.g., Medicaid or IVE payments, salary reimbursement) to which the government provides any portion of the request, and it is the filing of an untrue claim that brings liability upon the person who purported it to be true.

All that is required is that the person has actual knowledge, or has acted with deliberate ignorance or reckless disregard of the truth/falsity of his or her claim. Basically, the defense of “I didn't know it was illegal or that my timesheet was false” does not work.

It is essential that each individual employee become aware of areas of compliance affecting his/her duties, whether he/she is involved in medical record documentation or other areas of chart completion, coding, or charge entry. Even the dates of service submitted with physician services – are all subject to the FCA. All areas of patient care, from scheduling appointments to finalizing account receivables must be clear, accurate, and in compliance with all rules and regulations.

It is the responsibility of each provider and staff member involved in the documentation, coding, and billing process to be in compliance with federal, state and other regulatory agencies.

Under federal and state law:

- All employees have a duty to prevent fraud, waste, and abuse of taxpayer dollars.
- All employees are responsible for reporting suspected instances of fraud, waste and abuse.

Federal False Claims Act

The purpose of the FCA is to recover taxpayers' money that was fraudulently paid to individuals who deceived the government.

A “person” is liable under the Federal False Claims Act that person “knowingly”:

- Presents a false or fraudulent claim for payment or approval.
- Makes or uses a false record or statement to get a false or fraudulent claim allowed or paid.
- Provides less property or equipment than claimed.
- Makes or uses a false record to conceal or decrease an obligation to pay or provide money or property.

A false or fraudulent claim includes or is supported by any written statement that:

- Omits material evidence or facts which would establish the falsity of a claim.
- Is for the provision of property or services which the person has not provided as claimed.
- Includes charges in excess of usual charges or the patient's needs.
- Are for services that are not medically necessary.
- Presents facts that are false or fraudulent.

NEW EMPLOYEE TRAINING DEFICIT REDUCTION ACT – FALSE CLAIMS ACT

The following definitions apply:

- **Claim** – includes any request or demand, whether under a contract or not, for money or property if the United State Government provides or reimburses any portion of the money or property, which is requested or demanded.
- **False Claims Law Investigation** – any inquiry conducted for the purpose of determining whether any person is or has been engaged in any violation of a false claim law.
- **Knowing and Knowingly** – a person, with respect to information –
 - Has actual knowledge of the information;
 - Acts in deliberate ignorance of the truth or falsity of the information; or
 - Acts in reckless disregard of the truth or falsity of the information.
- **Whistleblower** – a person who alleges misconduct. More complex definitions may be used, but the issue is that the whistleblower usually faces reprisal. The misconduct may be classified in many ways; for example, a violation of a law, rule, regulation, and/or a direct threat to public interest, such as fraud, health/safety violations, and corruption.

State False Claims Act

Under the State False Claims Act, a person is liable who knowingly receives an inadvertent submission of a false claim, and after discovering the falsity, does not report or disclose the false claim to appropriate State officials within a reasonable time.

Civil Actions

- A civil action may be brought against a person by:
 - The U. S. Attorney General, who is responsible for conducting investigations for violations of the Federal False Claims Act;
 - The State Attorney General, who is responsible for conducting investigations for violations of the State False Claims Act;
 - A private person who has knowledge of a violation of either FCA. They must submit a written complaint and all material evidence and information they have regarding the false or fraudulent claim or statement.
- When a private person brings a civil action, only the government can intervene or bring a related action based on the same violation.
- The government has primary responsibility for prosecuting an action, brought by a person, but the person can continue as a party to the action, and shall receive at least 15% but not more than 25% of the proceeds of any settlement.
- Time limitations:
 - A civil action cannot be filed on a violation if more than 6 years have elapsed since the act was committed.
 - The time frame can be extended to 10 years if facts material to the case were made known within the previous 3 years.

NEW EMPLOYEE TRAINING DEFICIT REDUCTION ACT – FALSE CLAIMS ACT

Remedies for False Claims and Statements

- **Civil penalties -**

Under the FCA, anyone who violates the act is liable for a civil penalty of not less than \$5,500 to \$11,000 per claim, plus three times the amount of the damages the government sustains. Anyone intentionally participating in the submission of a false claim may also be liable to the United States government for the costs of a civil action brought to recover any penalties or damages.

Additional punishment includes *exclusion, suspension, or termination* of violators from participating in Medicaid, Medicare, and other government programs.

- **Criminal penalties -**

Under State law involving a false claim or combination of fraudulent claims violations, a person may be subject to incarceration, monetary fines or both. The length of imprisonment and/or fine is dependent on the value of the fraudulent claim.

Under Federal law involving a false claim or fraudulent activities:

- Imprisonment for a maximum 5 years; *or*
- A maximum fine of \$25,000; *or*
- Both.

The same violation may be subject to multiple penalties if action is brought under federal law as well as state law.

Whistleblowers Protections

Under State and Federal law -

- An employer cannot prohibit an employee from disclosing information to the state or government, on a false claim or statement.
- An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement.

Liability for violations –

- An employer who discharges, demotes, suspends, harasses, threatens, or discriminates against an employee for disclosing information, is liable to the employee for:
 - All relief necessary to correct the wrong, including if needed –
 - Reinstatement with the same seniority as if the action had not occurred; or
 - Damages in lieu of reinstatement, if appropriate; and
 - 2 times the lost compensation, plus interest; and
 - Any special damage sustained as a result of the action; and
 - Punitive damages, if appropriate.

Detecting and Preventing Fraud

- It is expected when an individual becomes aware of actual or suspected fraud and abuse they will immediately report it to the appropriate entity.

**NEW EMPLOYEE TRAINING
DEFICIT REDUCTION ACT – FALSE CLAIMS ACT**

- Examples of violations of the FCA:
 - Knowingly makes false statements on a cost report;
 - Intentionally falsifies records such as treatment plans or timesheets;
 - Deliberately processes double-billing for services; or
 - Consciously files a claim for payment in which the services were not rendered exactly as claimed.

- All complaints regarding potential fraud, waste, and abuse of program funding are taken seriously and employees who report these issues can remain anonymous if they wish.

- The Division has implemented policies and procedures to prevent health care fraud and comply with the False Claims Acts. You should familiarize yourself with these materials, which can be obtained from the Avatar intranet site or from the Division's HIPAA Privacy and Security Officer.

Reporting Compliance Concerns

- If you discover a compliance error that could lead to a violation of the FCA:
 - Report it to your immediate supervisor.
 - Your supervisor will work with the program manager to investigate and rectify the problem.
 - Your supervisor and/or manager should review any business process to eliminate future compliance problems.

- If you suspect or become aware of fraud, waste, or abuse, immediately report the matter either verbally or in writing to:
 - Your immediate supervisor, or
 - Your office manager, or
 - The Division's HIPAA Privacy and Compliance Officer:
 - Shauna Tilley
 - 775-687-7942
 - stilley@dcfs.nv.gov

The federal and state laws this training refers to are:

- Deficit Reduction Act of 2005 – 42 USC § 1396a(a);
- False Claims Act – 31 USC § 3729 through 3733;
- Administrative remedies for false claims and statements established under 31 USC Chapter 38;
- Civil & criminal penalties for false claims and statements under NRS 357, NRS 422.410-570; and NRS 193.130; *and*
- Whistleblower protections under NRS 357.240 – 250, with respect to the prevention and detection of fraud, waste, and abuse in Federal health care programs.

Be sure to complete the Employee Training Certification form!

ATTACHMENT N

**DEFICIT REDUCTION ACT
AND
FALSE CLAIMS ACT

EMPLOYEE TRAINING CERTIFICATION**

I, _____, acknowledge I have read and understand this training material.
(PRINT or TYPE your full name)

Signature of Employee

Date

Primary work location (city) and full program name

COMPLETE THIS PAGE AND GIVE TO YOUR PERSONNEL OFFICER FOR FILING.

ATTACHMENT O
Division of Child and Family Services
Information Technology Statement of Understanding

Please sign and return to instructor

POLICIES

- A) State computer and communications systems must be used for state business purposes only.
- B) The integrity of data, its source, destination, and the processes applied to it must be assured. Data must change only in authorized, predictable, and acceptable ways.
- C) State and departmental information security program policies, standards, and procedures must be responsive and adaptable to changing vulnerabilities and technologies affecting state information resources.
- D) Unless information is public, access to state information must be strictly controlled and used only to support applicable governmental programs.
- E) Risks to information resources must be managed and appropriate security safeguards implemented.
- F) Subscribers to state computing and communication services must not use these services or facilities for soliciting business, selling products, or otherwise engaging in commercial activities other than those expressly authorized by the agency management.
- G) State electronic bulletin boards, database management systems, and electronic mail facilities must not be used as an open forum to discuss sensitive state matters.
- H) Security needs must be considered and addressed in all phases of development or acquisition of new information processing systems.
- I) In the event of a disaster or catastrophe that disables information processing and related data communications functions, the ability to continue critical governmental services must be assured. Information resources must be available when needed.
- J) Each individual must be held accountable for his or her actions relating to the use of state information resources.
- K) Games may not be stored or used on any state computer system, except for instructional purposes.
- L) Only software purchased by the state shall be installed or used on state computers, unless written authorization for use of a legally licensed copy is granted by the agency head.

PROHIBITIONS

State employees and information resource asset users, custodians, and owners of state information are prohibited from:

- M) Revealing state data to persons who have not been specifically authorized by the owner to receive such data.
- N) Attempting or achieving access to state data not germane to their job duties.
- O) Entering, altering, erasing, or using any state information resource for direct or indirect personal gain, advantage, or amusement.
- P) Using any state information resource for other than a work-related purpose.
- Q) Revealing personal passwords or using another person's user identification and/or password.
- R) Making an exception to any state or departmental security policy without prior approval from the appropriate department head or information security manager.

I have read, understand, and agree to abide by the above policies and prohibitions. I also agree to uphold policies and procedures adopted by DCFS to safeguard information and associated resources. I agree to report any and all violations of policies or procedures to my supervisor.

Signature of Staff Member

Job Classification

Date

Print Name

Duty Location

City

*Division of Child and Family Services
Employee IT Statement of Understanding*

January 2005

ATTACHMENT P
State of Nevada
Department of Health and Human Services
Division of Child and Family Services
CONFIDENTIAL EMPLOYMENT REFERENCE CHECK

APPLICANT TO COMPLETE: (Please Print)

Applicant's Name: _____ Name of Former Employer _____

Position Held/ Title _____ Dates Employed _____ to _____

Address _____ City/State/ Zip _____

Name of Direct Supervisor: _____ Phone # _____ Email _____

Name of Other Supervisor: _____ Phone # _____ Email _____

I authorize release of all information pertinent to my employment with the understanding that all information will be held in confidence.

Applicant Signature _____
Date

DCFS HIRING MANAGER TO COMPLETE:

Dear Employer, please provide us with the following information:

Reference Name _____ Title _____

Relationship to Applicant: Directly Supervised Indirectly Supervised Co- Worker Personal/ Non- work

Employed from _____ through _____ Full time Part Time

Employee's Title: _____

Overall Evaluation of Performance: 1 Below standard, 2 Meets standard, 3 Above standard

Judgment: _____

Attitude: _____

Cooperation: _____

Dependability _____

Flexibility: _____

Leadership Skills: _____

Confidence: _____

Interpersonal Skills: _____

Proficiency with written communication: _____ Proficiency with verbal communication _____

Reason for leaving: _____

Would you rehire? Yes No

(If no, please explain.) _____

Comments: _____

****DCFS EMPLOYEE OBTAINING REFERENCE INFORMATION VIA PHONE: ****

Please Print Name

Signature

Date

DCFS 12-2015

ATTACHMENT Q

MEMORANDUM OF UNDERSTANDING - VOLUNTEER IN STATE SERVICE
A Memorandum of Understanding Between the State of Nevada
Acting By and Through Its

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

and

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF VOLUNTEER)

WHEREAS, it is deemed that the services of Volunteer are 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. **ASSENT.** The State accepts the services of Volunteer until such services are terminated with or without cause or notice at the discretion of either party.

2. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described, including, when applicable, any certifications, licenses and/or other credentials Volunteer is to possess; the number of hours or the number of times the service is to be performed, or when appropriate, a description of the work product. This agreement incorporates the following attachments:

ATTACHMENT A: SCOPE OF VOLUNTEER WORK

3. **LIMITED STATE LIABILITY.** The State will not waive and intends to assert NRS chapter 41 liability limitations in all cases.

4. **INDEMNIFICATION.** To the fullest extent permitted by law, the State shall indemnify, hold harmless and defend Volunteer, as if as an employee of the State within the scope and meaning of NRS 41.0339, from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of the performance of those services set forth in Attachment A if the act or omission on which such liability, claims, actions, damages, losses, and expenses are based appears to be within the course and scope of the public duty assumed by Volunteer, appears to have been performed or omitted in good faith, was done under the control and direct supervision of the State and in furtherance of the State's business.

5. **INSURANCE.** Volunteer, as if as an employee of the State within the scope and meaning of NRS 41.0339, shall be treated as an employee regarding any coverage under any applicable liability insurance maintained by the State while engaged in the performance of those services set forth in Attachment A. However, Volunteer is excluded from participation in any employee rights, benefits or plans, including, without limitation, those found in NRS Title 23.

6. **WORKERS' COMPENSATION INSURANCE.** Volunteer shall receive workers' compensation coverage in accordance with NRS 616A.130 while engaged in the performance of those services set forth in Attachment A. Said volunteer understands that workers' compensation coverage is their sole-remedy for personal injury.

7. **GOVERNING LAW: JURISDICTION.** This Memorandum of Understanding and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, and adjudicated in the Nevada district courts.

8. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Volunteer while engaged in the performance of those services set forth in Attachment A shall be the exclusive property of the State and all such materials shall be remitted to the State by Volunteer upon completion, termination, or cancellation of service. Volunteer shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Volunteer's services under this agreement without the prior written consent of the State.

9. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Volunteer may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

10. **CONFIDENTIALITY.** Volunteer shall keep confidential all information, in whatever form, produced, prepared, observed or received by Volunteer to the extent that such information is confidential by law.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding:

Volunteer's Signature

Date

Volunteer's Title

State Agency Signature

Date

Title

BRIAN SANDOVAL
Governor

ATTACHMENT R

RICHARD WHITLEY
Director

STATE OF NEVADA

KELLY WOOLDRIDGE
Administrator



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES

4126 Technology Way - 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

MEMORANDUM

DATE:

TO: File

FROM:

SUBJECT: End of Service for _____
(Volunteer/Intern Name)

Supervisor: _____

.....
The volunteer/intern:

- Is No Longer Needed
- Period of Internship Has Ended
- Never Started

This person is not authorized to volunteer/work effective at 5:00 pm on: _____

PLEASE NOTE: A new volunteer/intern packet must be completed/approved if this person returns to employment with DCFS.

Should you have any questions or require further information, please call DCFS Human Resources at (775) 684-4403.

Child & Family Division Personnel Signature: _____ Date: _____