

AMENDMENT #3 TO
AGREEMENT FOR CHILD PROTECTION FACILITY OPERATOR AT THE KIDS KOTTAGES

THIS AMENDMENT #3 TO THE ORIGINAL AGREEMENT between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Core Dynamics, LLC. (CONTRACTOR) effective July 1, 2017 for Child Protection Facility Operator at the Kids Kottages is made to amend the contract to include the following provisions:

32) Byrd Anti-Lobbying Amendment. The CONTRACTOR agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.

33) Equal Employment Opportunity. The CONTRACTOR will not discriminate against any employee or applicant for employment or individual receiving the benefit of CONTRACTOR services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). CONTRACTOR will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.

34) Vietnam Veterans. The CONTRACTOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

35) Clean Air Act. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. 1251-1387.

36) Debarment, Suspension and Other Responsibility Matters. The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both

37) Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

38) Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

39) Drug-Free Workplace Requirements. CONTRACTOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. CONTRACTOR certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT, ATTACHED HERETO AND INCORPORATED WITHIN THE EXHIBITS, TO REMAIN UNCHANGED.

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CONTRACTOR

By: B. Q. Q. Q. Q.

Title: President

Date: June 29/18