



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM	_____
Budget	<u>VG</u>
DA	_____
Risk Mgt	<u>DE</u>
Comptroller	<u>CH</u>
Grants	<u>GE</u>

## STAFF REPORT

**BOARD MEETING DATE: October 11, 2016**

**DATE:** September 15, 2016

**TO:** Board of County Commissioners

**FROM:** Amber Howell Director, Department of Social Services  
Ahowell@washoecounty.us 775.785.8600

**THROUGH:** Kevin Schiller, Assistant County Manager

**SUBJECT:** Recommendation to approve a sole source professional services agreement with The Children's Cabinet, Inc. to provide Safety Case Management Services in the amount of [\$400,000; no match required] as identified in the Department's FY17 Victims of Crime grant application and subsequent award for the remaining grant term, retroactively October 1, 2016 through June 30, 2017.(All Commission Districts)

### SUMMARY

Recommendation to approve a sole source professional services agreement with The Children's Cabinet, Inc. to provide Safety Case Management Services in the amount of [\$400,000; no match required] as identified in the Department's FY17 Victims of Crime grant application and subsequent award for the remaining grant term, retroactively October 1, 2016 through June 30, 2017.

The Department is requesting the Board of County Commissioners retroactively approve the sole source agreement as the grant award was accepted after July 1, 2017 and contract negotiations were completed after the Board formally accepted the award.

**Strategic Objective supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

On August 23, 2016 the Board approved a professional services agreement with The Children's Cabinet, Inc. for remaining grant term, retroactive to July 1, 2016 through September 30, 2016. The proposed agreement is to be paid through a grant from the Federal Administration for Children and Families for the Permanency Innovations Initiative (PII) Program to prevent long-term foster care and to provide case management services.

On July 26, 2016 the Board accepted a Sub-grant Award from the State of Nevada Division of Child and Family Services in the amount of \$1,765,819 (\$441,445 in-kind match required) for the Victims of Crime Act (VOCA) Program retroactively to July 1, 2016 through June 30, 2017; authorized the creation of 1.0 FTE Victim's Advocate, 1.0 FTE Human Services Program Supervisor, 1.0 FTE Program Assistant, and 1.0 FTE CPS Intake Screener funded 100% by the VOCA award in the approximate annual amount of \$440,686, directed the Human Resources Department to make the necessary staffing adjustments and initiate the recruitment process, authorized the Department to execute the Sub-Grant Award and directed the Comptroller's Office to make the necessary budget amendments.

On July 28, 2015 the Board accepted a VOCA grant in the amount of \$115,000 (\$28,750 County match required) effective July 1, 2015 through June 30, 2016 and authorized an agreement with the Committee to Aid Abused Women to perform services outlined in the VOCA grant in the amount of \$68,750 annually.

On June 26, 2012, the Board accepted a VOCA grant in the amount of \$272,400 (\$68,100 County match required) effective July 1, 2012 through June 30, 2015 and authorized an agreement with the Committee to Aid Abused Women to perform services outlined in the VOCA grant in the amount of \$68,750 annually.

The Board has routinely accepted VOCA funds since October, 2005.

## **BACKGROUND**

A Federal Child and Family Services Review in 2004 found a lack of understanding of the impact of violence on children and families. In response to this critical area of need, the Department received permission from Finance in 2005 to apply for VOCA grant funds to provide direct services to children, adolescents, and their non-offending parents and siblings.

The primary purpose of VOCA is to support the provision of services to victims of crime throughout the nation. According to the VOCA Program Guidelines, services are defined as those efforts that (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after victimization; (3) help victims understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security. For the purpose of the VOCA crime victim assistance grant program, a crime victim is a person who has suffered physical, sexual, financial, or emotional harm as a result of a crime.

The Department submitted an application for FY17 VOCA funds specifically citing the following safety service be provided:

*“Safety Management and Safety Service – The Children’s Cabinet: Safety Case Management refers to safety actions, safety services, management of others, related case activities, schedules, collaboration and communication performed by Children’s Cabinet Case (CC) Managers (CM) in conjunction with in-home and out-of-home safety plans. Safety*

*Case Management begins when a child victim is determined to be unsafe due to impending danger and the caregivers are unable or unwilling to protect them. That determination occurs as a result of the Safety Determination conducted by WCDSS Assessment Workers. Their involvement and performance is guided by the values and belief systems which support effective safety intervention and contribute to maintaining the safety of child victims within Safety Plans.*

***Role of the Children's Cabinet Case Manager:** The CC CM primarily provides case management services in the context of safety (e.g. safety services provider, safety management) with constant collaboration with the family's WCDSS permanency worker. Utilization of this collaborative approach has been essential in allowing the WCDSS worker to focus on engaging with the family on the identification, delivery, and monitoring of the families case plan and the timely achievement of the identified permanency goal. Referral of a family to Safety Case Management is required when the Assessment worker and/or Permanency worker concludes that (a) the family is eligible for an In-Home Safety Plan or (b) that the caregiver can immediately benefit from support in meeting Conditions for Return (meaning child victims can reunify at some point). Primary responsibilities of the CC CM include providing information and referrals for families to include the delivery of concrete and emergency basic needs; facilitating the develop and management of safety plans; delivering safety services directly or arranging for other community "formal" safety services; assuring safety services are suitable and relevant to managing impending danger; and consulting with WDSS staff on cases until it can be safely closed."*

#### **FISCAL IMPACT**

If approved, the agreement with The Children's Cabinet Inc. to provide safety services expenditures will be tracked in internal order 11318-710100. Since the VOCA award was previously approved by the board on July 26, 2016, with the appropriate budget requested, no amendments are necessary.

#### **RECOMMENDATION**

Recommendation to approve a sole source professional services agreement with The Children's Cabinet, Inc. to provide Safety Case Management Services in the amount of [\$400,000; no match required] as identified in the Department's FY17 Victims of Crime grant application and subsequent award for the remaining grant term, retroactively October 1, 2016 through June 30, 2017.

#### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: *"Move to to approve a sole source professional services agreement with The Children's Cabinet, Inc. to provide Safety Case Management Services in the amount of [\$400,000; no match required] as identified in the Department's FY17 Victims of Crime grant application and subsequent award for the remaining grant term, retroactively October 1, 2016 through June 30, 2017."*

**BRIAN SANDOVAL**  
Governor

**RICHARD WHITLEY, MS**  
Director

**KELLY WOOLDRIDGE**  
Administrator



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

**4126 TECHNOLOGY WAY, SUITE 300  
CARSON CITY, NV 89706  
Telephone (775) 684-4400 • Fax (775) 684-4455  
dcfs.nv.gov**

June 28, 2016

Amber Howell, Director  
Washoe County Department of Social Services  
P.O. 11130  
Reno, NV 89520

Subject: Victims of Crime Act

Dear Mrs. Howell:

I am pleased to inform you that you have been awarded Victims of Crime (VOCA) sub grant funding for State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) as indicated below.

Victims of Crime Act:	<u>Total Award</u>
	\$1,765,819

If you accept the award, please sign and return the attached Notice of Sub grant Award (NOSA) Please also take the time to read and review the attached Request for Funds Instructions and templates to help guide you.

If you have any questions or need further clarification, please contact Mirjana at 775-684-7946.

Sincerely,

A handwritten signature in black ink, appearing to read "Mirjana Gavric".

Mirjana Gavric  
Grants and Projects Analyst II

cc: # 16-VOCA-17-035 file

*Nevada Department of Health and Human Services  
Helping People – It's Who We Are And What We Do*

**State of Nevada - Division of Child and Family Services**  
**4126 Technology Way, 3rd Floor**  
**Carson City, NV 89706**

**Notice of Sub-Grant Award**

DCFS Contact:	<b>Dorothy Edwards</b>	DCFS Contact Phone Number:	<b>775-684-4456</b>
Program:	<b>Victims of Crime Act (VOCA)</b>	CFDA Number:	<b>16.575</b>
State Award Number:	<b>16-VOCA-17-035</b>	Budget:	<b>3145</b>
		Account:	<b>20</b>
Type of Action:	<b>NEW 2017</b>		
Legal Name:	<b>Washoe County Department of Social Services</b>	Vendor Number:	<b>T40283400 A</b>
Project Name:	<b>VOCA-WCDSS</b>	Mailing Address:	<b>P.O. Box 11130</b>
Contact Person:	<b>Amber Howell</b>		<b>Reno, NV 89520</b>
Email Address:	<b>ahowell@washoecounty.us</b>		
Phone Number:	<b>775-337-4488</b>	Project Address:	<b>P.O. Box 11130</b>
Fax Number:	<b>775-785-5640</b>		<b>Reno, NV 89520</b>

<b>Award Period:</b>	<b>JULY 1, 2015 through JUNE 30, 2018</b>	<b>Federal Award Number</b>
SFY 2016	<b>JULY 1, 2015 through JUNE 30, 2016</b>	<b>2015-VA-GX-0024</b>
SFY 2017	<b>JULY 1, 2016 through JUNE 30, 2017</b>	
	<b>N/A</b>	
	<b>N/A</b>	

**Approved Categories and Budget by Year:**

Category	SFY 2017				TOTAL
Personnel	\$516,383	\$0	\$0	\$0	\$516,383
Operating	\$615,036	\$0	\$0	\$0	\$615,036
Equipment	\$34,400	\$0	\$0	\$0	\$34,400
Contractual	\$600,000	\$0	\$0	\$0	\$600,000
Other (Admin)	\$0	\$0	\$0	\$0	\$0
<b>Total State Share</b>	<b>\$1,765,819</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,765,819</b>
<b>Match</b>	<b>\$441,455</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$441,455</b>
<b>Total Program Cost</b>	<b>\$2,207,274</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,207,274</b>

In accepting these grant funds, it is understood that:

1. Expenditures must comply with appropriate State and / or Federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Grantee agrees to provide an independent financial and compliance audit in accordance with State and Federal requirements.
4. Recipients of these funds agree to the stipulations attached.

Washoe County Department of Social Services	Authorized Signature:	Date:
DCFS FPO Grants Management Unit	Authorized Signature:	Date:
DCFS Administration	Authorized Signature:	Date:

## SCOPE OF WORK FORM

Please refer to the allowable services included in the Request for Proposals.  
Complete a Scope of Work Form for each funding source in which your agency is applying.

**AGENCY NAME: Washoe County Department of Social Services**

**GRANT NAME: Victims of Crime Act (VOCA)**

**Target Population: Victims of Crime**

Global Problem Statement	Objective and Timeframe	Documentation	Services	Estimated Number of Clients / Services
<p><b>Goal:</b></p> <p><b>GOAL #1</b> Provide a safety and security measure for victimized children who were removed from their homes and placed into the custody of WCDSS due to abuse and/or neglect. Having a safe, neutral, "happy" place for victimized children who are placed outside of the parental home with estranged biological parents, extended family members, and foster parents is essential to maintaining stability in the child victims lives.</p>	<p>WCDSS will provide 1200 visitation services per month.</p>	<p>Visitation log.</p>	<p>Safe and secure visitation facilitation and supervision</p>	<p>450 Children per month.</p>
<p><b>GOAL #2</b> Improve permanency for child victims in foster care by decreasing the amount of time it takes for</p>	<p>WCDSS will provide Safety Intervention Services. Prevent Initial Removal</p>	<p>Number of SAFE assessments, developed safety plans, case files and UNITY</p>	<p>Participate and assist in the development of safety plans for each</p>	<p>Up to 830 children served.</p>

<p>child victims in foster to achieve permanency and find permanent caregivers or connections for child victims where reunification is not possible, by providing Safety Intervention Services.</p>	<p>of Children from their home</p> <p>Reduce the amount of time in foster care</p> <p>Avoid re removal of children from their homes</p>	<p>records.</p>	<p>family based upon the Nevada Initial Assessment conducted by the COUNTY that integrates all appropriate safety intervention services to the family requires to maintain the child/children safely within their home environment;</p> <p>Contribute to the ongoing monitoring and support with families to assure safety management and effective safety plan implementation by participating in the collaborative case coordination meetings with the COUNTY as needed; provide or coordinate with other community sources to deliver safety services tailored to manage impending danger</p>	
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<p>GOAL #3 Provide access to education for children who are victims and who are in the foster care system.</p>	<p>WCDSS will keep children in the care and custody the agency in their school of origin</p>	<p>Report generated by Washoe County School District indicating which foster children are being transported to their school vs. transferring to the school they are zoned for</p>	<p>Monitor impact of parent interactions with child to ensure safety of the victim</p>	<p>100 Children</p>
<p>GOAL #4 Provide safety, security and stability for children, adult males and females and elders, including underserved populations who are victims of: child abuse, sexual assault, domestic violence, elder abuse, financial crimes, robbery, assault, adult victims of molestation, economic exploitation, fraud, federal crimes, survivors of homicide, hate and bias crimes and gang violence. The primary focus will be on the Federal Priority Victim Populations.</p>	<p>WCDSS will provide emergency assistance and emergency shelter/housing supports to 500 victims. Includes prior year award</p>	<p>Case files, work orders, purchase orders and service agreements.</p>	<p>Emergent Rent/housing supports, utilities, daycare/respice, emergency home repairs (crime related damage, alarms and locks)to ensure victim safety, transportation, vehicle repair, food, clothing, household supplies/furniture and emergency assessment services.</p>	<p>Reports with the victimization component will be referred to the Victims Support program for follow up. Total reports received 1000 per year = 500 individuals served.</p>
<p>GOAL #5 Provide professional personalized assistance to victims of crime. Victim</p>	<p>Provide professional personalized assistance to victims of</p>	<p>Report receipts and referral documentation, case files and AVATAR</p>	<p>Face to face contact, phone contact, referrals to</p>	<p>Reports with the victimization component will</p>



<p>Support staff will meet with or attempt to make contact with victims and give them resources, referrals and create safety plans for: children, adult males and females and elders, including underserved populations who are victims of: child abuse, sexual assault, domestic violence, elder abuse, financial crimes, robbery, assault, adult victims of molestation, economic exploitation, fraud, federal crimes, intoxicated drivers, survivors of homicide, hate and bias crimes and gang violence. The primary focus will be on the Federal Priority Victim Populations.</p>	<p>crime. Victim Support staff will meet with or attempt to make contact with victims and give them resources, referrals and create safety plans.</p> <p>3-Child, Adult, Senior Victim Advocates(one from prior year award) 1- Human Services Program Supervisor(Senior service program)</p>	<p>records.</p>	<p>community resources and other community advocates, home visits, relocation assistance, complex system navigation and accompany victims to attain housing and/or benefits.</p>	<p>be referred to the Victims Support program for follow up. Total reports received 1000 per year = 700 Individuals served per year.</p>
<p>GOAL #6 Respond to the immediate emotional and physical needs and safety of children who are victims of child abuse, sexual assault, domestic violence and other crimes by expanding the WCDSS hotline which will allow victims of all ages to call and receive immediate assistance.</p>	<p>WCDSS will enhance resources to the Child Abuse and Neglect Hotline for child, adult and senior victims.</p> <p>Add staff- one Intake Screener staff</p> <p>Enhance the after hours call coverage to</p>	<p>Number of calls.</p>	<p>The hotline/intake process is a standardized application of procedures for collecting consistent information to respond to reports of child abuse and/or neglect in a timely manner. The call center will also take</p>	<p>400 calls per month= 400 individuals served.</p>

	<p>include adult and senior victim reporting and additional data collection</p>		
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reports of other types of abuse or crimes against adult and senior citizens. The intake gathering process lays the foundation for assessing safety and risk. It allows the agency to determine the circumstances surrounding the child maltreatment of the child victim, the caregivers' response to child welfare involvement, the caregivers' explanation of what happened, the injuries and related conditions including the child's condition, history and duration of the situation, co-existing factors and conditions; such as, substance abuse, domestic violence or mental health, contextual issues such as use of instruments, acts of

			<p>discipline, threats, caretaker intentions. Adult and senior reports will be handled similarly to those of involving children based on the specifics of the situation</p>	
<p>GOAL #7 This Foster care matching initiative will provide child victims with a measure of safety and security and assist the victims to stabilize their lives after victimization.</p>	<p>Obtain software that assists in determining the most appropriate foster placement for children who have been removed from their homes.</p> <p>WCDSS will purchase Foster Care Matching software and licenses.</p>	<p>Number of placements and placement disruptions</p>	<p>Software database will contain information specific to foster care beds available in our community. Information specific to the child's need is entered and best matches are identified. Foster care placements are made based on the matching result for higher success.</p>	<p>830 Children removed per year + 950 current out of home placements = 1000 children served.</p>
<p>GOAL #8 Increase access to forensic clinical and interviewing services for sexual assault, child abuse, and domestic violence victims.</p> <p>Obtain the Forensic Nursing Certificate for our Advanced Practice Nurse currently</p>	<p>WCDSS will increase staff at the Children's Advocacy Center by One Registered Nurse</p> <p>14 unit/credits at UC Riverside.</p> <p>Add RN to increase</p>	<p>Admission records and case files.</p>	<p>To provide timely compassionate, professional services an additional service provider and medical support staff are needed.</p> <p>Identify and properly</p>	<p>500 Clients served.</p>

located at the CAC.

access to services

Increase data reporting and number of clients served.

Software use

collect forensic evidence within the health care setting to withstand legal scrutiny. Communicate with the various members of the multi-disciplinary forensic team. Determine treatment for triage and emergency intervention for patients who exhibit potential forensic issues. Identify policies and procedures required for conducting sexual assault examinations. Analyze the social and political implications of escalating violence. To properly and adequately track cases that are managed out of the CAC and prosecuted, one of the accreditation

				components is the software needed to successfully complete this required area.	
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**Senior Services:** The 60+ senior population is the fastest growing age group in Washoe County. In 2010 there were 76,000 people over the age of 60, in 2020 there will be 100,000 and by 2030 130,000. According to the U.S. 2014 Census Bureau, however, they reported that between 2012 and 2013, our 60+ population increased by 5% to almost 89,000 seniors. AARP and the Census Bureau project that Nevada will be the 3rd fastest aging state through 2050, behind only Alaska and Arizona. Many of our seniors live in the unincorporated areas of Washoe County, making socialization, access to services and engagement in programs challenging. Our aging community is affecting everyone. All of us have relatives, friends and neighbors who are facing the challenge of aging. The Senior Services Department's mission is to assist older adults in the community to maintain independence, dignity, and quality in their lives and that of their caregivers, through the provision of an array of direct and indirect social and health services and opportunities they may utilize to achieve their goals. With this in mind Washoe County Senior Services seeks to support the building of a healthy, stable community, and be seen as a desirable place to live for people in all stages of life. As the number of seniors rises in our community, the County must make improvements in its ability to meet the unique needs of the senior population. The impact of this significant demographic shift will affect many County departments and must be addressed holistically if it is to be addressed effectively.

- Senior Services provides the following programs:
- Senior Centers providing social activities
- Congregate Nutrition & Meals on Wheels
- Case Management
- Representative Payee & Homemaker Services
- Adult Day Health/Daybreak – respite services
- Senior Volunteer Ambassador
- On-site community partnerships providing:
- Consumer related legal services to seniors (Senior Law)
- Aging and Disability Resource Center
- Transportation services to seniors

Senior Services in support of its mission statement. Seniors, who have access to wrap around services, like home and community based services, are able to age in place and have access to cost effective alternatives to other long term options.

#### **Service Goal #1 Victim of Child Abuse and Neglect visitation services**

The Washoe County Social Services Child Welfare Visitation Center, located on 350 S. Center Street Reno, NV is a critical component of the Child Protective Services program. The Visitation Center is a location that brings together children removed from their homes, into the custody of the Department due to abuse and/or neglect. Estranged parents, biological parents, extended family members, and foster parents utilize the Visitation Center during the period the children are placed outside of the parental home. Children's Services works together to support supervised visitation and safe exchange of children in situations involving domestic violence, dating violence, child abuse, sexual assault, or stalking. Studies have shown that the risk of violence is often greater for victims of domestic violence and their children after separation from an abusive situation.<sup>1</sup> Even after separation, batterers often use visitation and exchange of

children as an opportunity to inflict additional emotional, physical, and/or psychological abuse on their victims and their children.

The overarching purposes and goals of the Visitation Center and Children's Services Staff are to:

- Provide supervised visitation and safe exchange of children by and between parents in situations involving domestic violence, sexual assault, dating violence, child abuse, or stalking;
- Protect children from the trauma of witnessing domestic or dating violence or experiencing abduction, injury, or death during parent and child visitation exchanges;
- Protect parents or caretakers who are victims of domestic or dating violence from experiencing further violence, abuse, and threats during child visitation exchanges; and
- Protect children from the trauma of experiencing sexual assault or other forms of physical assault or abuse during parent and child visitation and exchanges.

The Child Welfare Visitation Center currently has 10 rooms for parents, foster parents and children to meet for supervised and unsupervised visits in order to support the reunification of children to foster parents and/or birth parents. Visitation is critical to reducing stress in the child and parent(s) during the reunification process, as often times when a child is removed from the home the only interaction the child has to their parent(s) is during scheduled visitations; frequent contact with parents has been shown to dramatically reduce anxiety and depression in children and to expedite reunification. This collaborative "model" of child welfare visitation exists in several venues, and has proven a successful model to support visitation in a safe, encouraging, and supportive environment.

The Visitation Center is currently limited by its capacity to provide needed services in a manner that is safe and effective in its overarching goal of reducing emotional detachment, conflict and stress in the child. For example, with only 7 available parking spaces for the quantity of birth parents, foster parents and runners that can park to drop off and pick up children for visits, the Visitation Center is severely limited in space. At an average of 350 foster parents that transport children to and from visits to the 350 S. Center St. location, the limited spaces are almost always full, causing foster parents and runners to be redirected to park on side streets and walk the children (often times multiple and young) across the busy streets of downtown. The lack of parking spaces for the volume of use has posed a significant hazard to commuting families seeking access to the Visitation Center, where congested city streets and traffic pose a significant danger and impediment to accessibility.

Additionally, with only 10 rooms for interviews and visitations, adequate and appropriately designed visitation space is another severe limitation to the Visitation Center complex. One of the key foundational components to the reunification process is the provision of natural spacious environments where children can feel safe and stimulated during the reunification process with parents. With the addition of appropriately designed indoor visitation space, including an outdoor playground, birth parents and foster parents would be able to interact in an open, natural environment with age-appropriate activities throughout the building. Families will not be confined to a small room, but will instead have an open area to explore and have positive experiences with their children. In summary, a more expansive Visitation Center, both indoors and outdoors, would allow visits to be family centered and individualized, where parents will have positive experiences with visitation and be more engaged in their case plan activities for reunification.

### **Service Goal #2 Provide safety intervention to children victim of child abuse and neglect**

WCDSS was awarded the federal Permanency Innovations Initiative (PII) grant. This was a 5-year, \$100 million, multi-site demonstration project designed to improve permanency outcomes among child victims in foster care who have the most serious barriers to permanency. PII includes six grantees, each with a unique intervention to help a specific subgroup of child victims that leave foster care in fewer than three years. WCDSS collaborated with ACTION For Child Protection, Inc., the Ruth Young Center at the University of Maryland, and the Children's Cabinet to develop new approaches to permanency. The Nevada Initiative to Reduce Long-Term Foster Care was focused on: (1) preventing child victims from entering long-term foster care; (2) improving permanency for child victims in foster care; (3) decreasing the amount of time it takes for child victims in foster to achieve permanency; and (4) finding permanent caregivers or connections for child victims where reunification is not possible. Target Population included three populations, which included families with child victims who were: 1) unsafe due to impending danger following a new report of child abuse or neglect, 2) child victims that were in care for 12 months or longer who, at the time of placement, presented with one or more of four risk characteristics: single parent household; parent substance abuse; homelessness or inadequate housing; or parent incarceration with an available parent or caregiver to participate in the intervention. 3) Parents who were unable or unwilling to successfully work towards reunification. Barriers to Permanency: Permanency for child victims in foster care means a legally permanent, nurturing family, occurring through reunification with a child's family, adoption, or guardianship. In Washoe County, barriers to permanency include caregivers with inadequate protective capacities, complex family problems, lack of resources, domestic violence, parental incarceration and deficits in meaningful visitation when children are in care. To perform these functions in the most efficient cost effective manner WCDSS hired a highly experienced contractor to partner with WCDSS staff to ensure all elements of the model can be implemented. WCDSS is in the process of cross training staff on safety services however at this time there is not a sufficient level of expertise or cost effectiveness to bring the full gamut of services in-house to be performed by employees.

***Safety Management and Safety Service – The Children's Cabinet:*** Safety Case Management refers to safety actions, safety services, management of others, related case activities, schedules, collaboration and communication performed by Children's Cabinet Case (CC) Managers (CM) in conjunction with in-home and out-of-home safety plans. Safety Case Management begins when a child victim is determined to be unsafe due to impending danger and the caregivers are unable or unwilling to protect them. That determination occurs as a result of the Safety Determination conducted by WCDSS Assessment Workers. Their involvement and performance is guided by the values and belief systems which support effective safety intervention and contribute to maintaining the safety of child victims within Safety Plans.

***Role of the Children's Cabinet Case Manager:*** The CC CM primarily provides case management services in the context of safety (e.g. safety services provider, safety management) with constant collaboration with the family's WCDSS permanency worker. Utilization of this collaborative approach has been essential in allowing the WCDSS worker to focus on engaging with the family on the identification, delivery, and monitoring of the families case plan and the timely achievement of the identified permanency goal. Referral of a family to Safety Case Management is required when the Assessment worker and/or Permanency worker concludes that (a) the family is eligible for an In-Home Safety Plan or (b) that the caregiver can immediately benefit from support in meeting Conditions for Return (meaning child victims can reunify at some point). Primary responsibilities of the CC CM include:



- providing information and referrals for families to include the delivery of concrete and emergency basic needs;
- facilitating the develop and management of safety plans;
- delivering safety services directly or arranging for other community “formal” safety services;
- assuring safety services are suitable and relevant to managing impending danger; and
- consulting with WDSS staff on cases until it can be safely closed.

**Service Goal #3 Ensure victims of child abuse remain in their school of origin**

WCDSS is striving to ensure when appropriate, child victims in out of home care remain in their school of origin. With the enactment of The Fostering Connections to Success and Increasing Adoptions Act of 2008 (P.L. 110-351) federal requirements were put in place to improve educational stability for child victims in foster care and promote their educational success. In the event there is not a foster home available in the same area as the school the child attends, transportation to and from school has to be provided by the school district, foster parents or staff. Lack of transportation options or support to the school of origin can result in a delay of transferring child victims out of Kids Kottage to a foster home or diminishes the ability for children to be placed in foster homes that best suit their needs. There is no current staff designated or available to provide ongoing daily school transportation. There are currently over 900 child victims in Washoe County in foster care who may attend one of over 90 schools. WCDSS needs to be in a position to address school transportation needs. By allocating funding through a contract with the Washoe County School District, we will have the infrastructure to be proactive and responsive when school transportation needs arise. This allows the agency to place child victims in homes that best meet their needs and transportation to school no longer is a barrier to placement. Allowing children to stay in their school of origin helps them stay connected to their friends and neighborhood while they are placed out of home. Even though children are removed from their parents care, it is important that they experience as minimal changes as possible. The negative impact of school mobility has been well documented. Studies indicate that each time students change schools, they lose four to six months of academic progress. Mobile students are at greater risk of lower achievement levels due to discontinuity of curriculum between schools, behavioral problems, difficulty developing peer relationships, absenteeism, grade retention, lower citizenship evaluations and leaving school without graduating. Removing child victims from their school of origin where they may have established connections with peers, teachers and other supportive adults can significantly affect their ability to thrive. Schools and peer groups often are the most stable part of a child’s life and provide important forms of support to their social capital. The rate of school mobility for child victims in foster care is greater than their non-foster care peers. Positive school experiences can enhance children’s well-being, help them make more successful transitions to adulthood, and increase the likelihood that they can achieve personal fulfillment and economic self-sufficiency and contribute positively to society.

**Service Goal #4 Provide emergency assistance supports for victims**

WCDSS is requesting funding to implement an emergency assistance program for victims of nearly every type of violent crime including rape, robbery, assault, sexual abuse, drunk driving, and domestic violence. This program is intended to restore victims with their sense of safety and security will pay for emergency expenses such as utilities, housing supports, food, clothing,

household supplies, and immediate safety repairs. Additionally the funds will be used to provide direct services such as assessment/mental health counseling services and emergency shelter with a focus on the Senior victim population.

**Service Goal #5 Provide personalized, professional assistance to victim of crime**

Being a victim of a crime can be a very difficult and stressful experience. While most people are naturally resilient and over time will find ways to cope and adjust, there can be a wide range of after effects to a trauma. One person may experience many of the effects, a few, or none at all. Not everyone has the same reaction. In some people the reaction may be delayed days, weeks, or even months. Some victims may think they are "going crazy," when they are having a normal reaction to an abnormal event. Getting back to normal can be a difficult process after a personal experience of this kind, especially for victims of violent crime and families of murder victims.

WCDSS is requesting funding to support two Victims Advocates(one from prior award) to support children, adult males and females and elders, including underserved populations who are victims of: child abuse, sexual assault, domestic violence, elder abuse, financial crimes, intoxicated drivers, survivors of homicide, hate and bias crimes and gang violence. The Victim Advocates will offer victims information regarding legal rights and crime prevention, emotional support, help with safety planning, connect them to resources (including the emergency assistance program), referral and linkage to services and help with filling out paperwork for compensation benefits and public assistance.

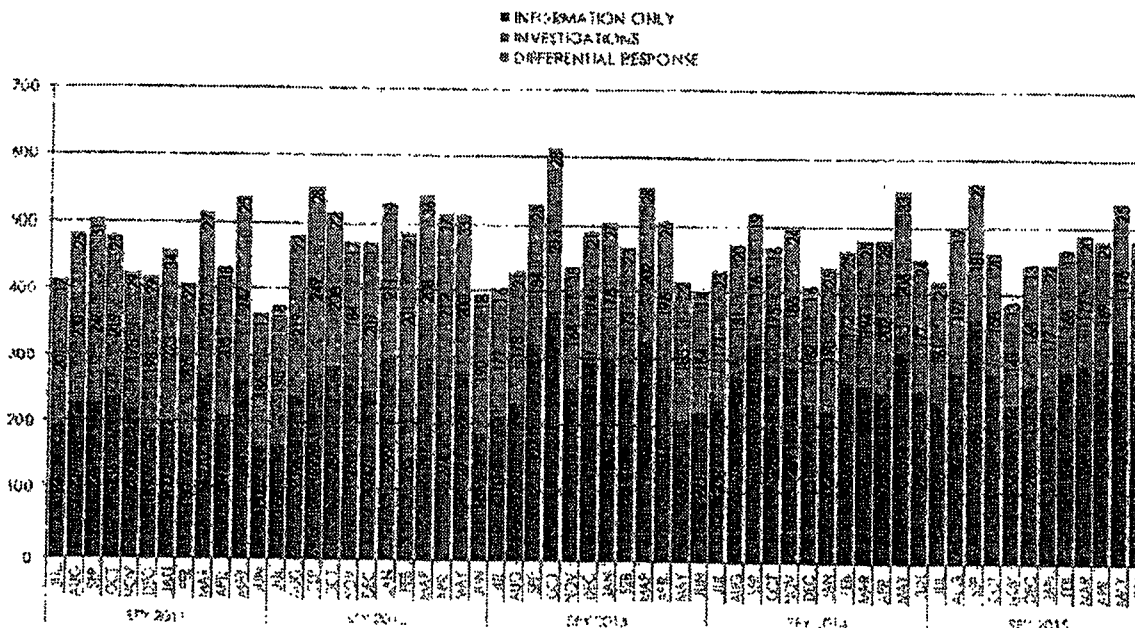
**Service Goal #6 Increase victims of child abuse access to assistance by enhancing resources to and expanding the Child Abuse and Neglect hotline for victims to include the Adult and Senior population**

Child abuse and neglect Hotlines/Intake are the first step in a proactive and responsive approach to ensuring the health and safety of child victims. The Intake process is a standardized application of procedures for collecting consistent information to respond to reports of child abuse and/or neglect obtained from a reporting party in a timely manner and lays the foundation for assessing safety and risk. A significant amount of allegation reports that encompass Washoe County are related to parental incarceration for crimes committed, domestic violence and sexual abuse. Structuring this information contributes to more efficient practice and results better quality of information to reach screening and urgency response. Consideration of family functioning related child maltreatment, child functioning, adults (primary caregivers) function (violence, dangerous environment, failure to protect), severity of child maltreatment, the caregivers' response to child welfare involvement, the caregivers' explanation of what happened, the injuries and related conditions are all considered during the Intake interview. It is acknowledged that certain reporting parties may not have knowledge or in-depth substantive information about a family (such as routine parenting practices or adult functioning), but the expectation and pursuit of such information provides the opportunity to collect thorough, comprehensive and child safety-oriented information for use in decision-making.

The first component of the request is the addition of one Intake Screener to enhance the comprehensive Hotline/Intake Unit. WCDSS current operates an 8:00 am-5:00 pm Hotline, which transfers to the Crisis Call Center during nights and weekends. WCDSS currently has a five person (Intake Screener) unit, plus a supervisor. When all lines are busy and screeners are taking other calls, an agency-wide page announces a need for an available social worker to take the overflow calls to minimize caller wait times. Having a Centralized Hotline, without an

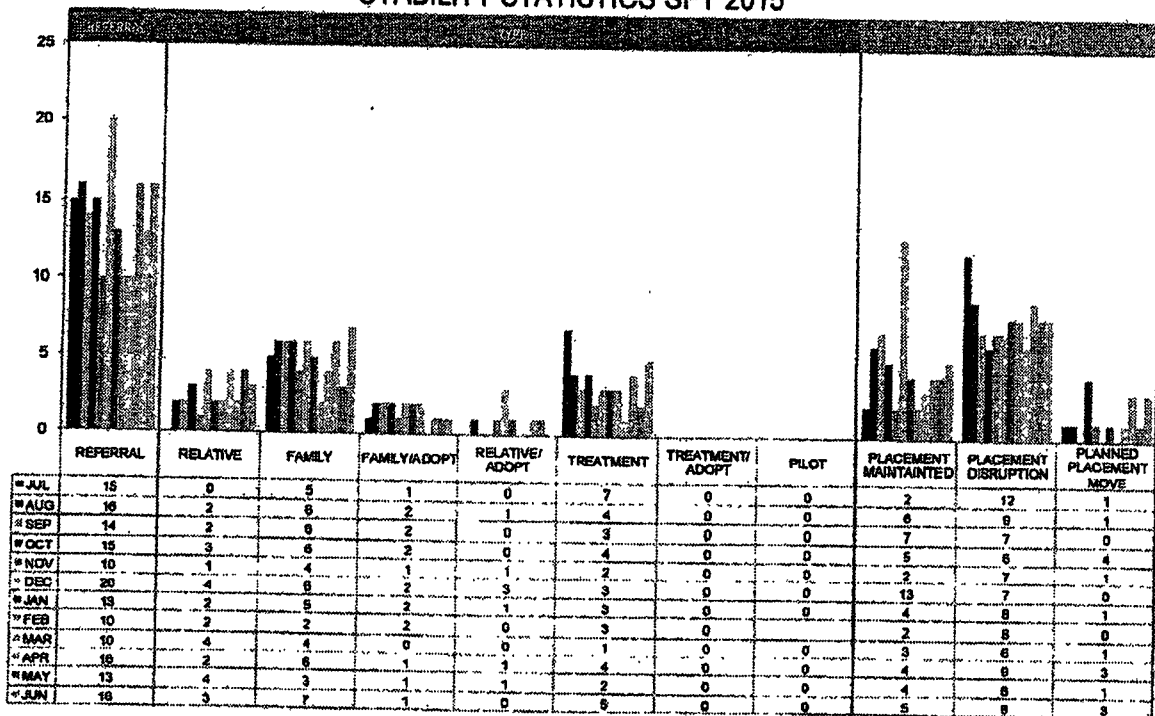
overflow component would bring consistency to the way abuse and neglect calls are managed throughout the agency by eliminating the additional, non-traditional screeners that are not a component of the Hotline Unit. The designated Hotline will further enhance the agency's approach to taking reports, allow for expansion of the population utilizing the hotline to include adults and seniors, improve the Intake screeners' ability to gather information from callers, and expedites the process of preparing comprehensive reports, by disseminating those reports to local offices for assessment, investigation and in person contact with the family, child, adult and senior victims. The Centralized Hotline would also allow for less disruption by the social workers in the office that will in turn increase more time partnering with children and families. It would also allow WCDSS Intake Screeners to ask more probing questions to obtain comprehensive information about factors that may impact child and other victim's safety. The second component is to convert the current phone system into a computerized call system similar to the one Clark County Department of Family Services (CCDFS) currently operates for its Hotline/Intake calls. This state of the art system would allow staff the opportunity to listen to individual calls and if specific concerns regarding a particular call are raised, staff can utilize these features to review the call and address any concerns. It can also serve as great training tool and guide to continue improving competency and thoroughness in this area. This would also allow WCDSS an opportunity for quicker data entry; as well as, the ability to track the number of calls received, and the timeliness and quality of responses to callers. Intake, is the first and most critical part in responding to child victims; therefore, must be built with adequate staff and include a quality control component.

### REFERRALS AND INVESTIGATIONS



**Service Goal #7 Provide child victims with a measure of safety and security and assist the victims to stabilize their lives after victimization**  
 WCDSS if requesting funding to.

## STABILITY STATISTICS SFY 2015



Children and young people who are removed from their family suffer separation and feelings of loss, even if they have been maltreated. These feelings are compounded when they experience multiple placements. Placement instability reduces a child's opportunities to develop secure attachments. It may also exacerbate any existing behavioral and emotional difficulties making it more difficult for children to establish relationships with care givers and contributing to further placement breakdown. Placement stability is important for children to develop healthy secure relationships and serves to reduce the potential stressors that arise from being displaced multiple times. Frequent placement moves not only compounds the issue of being separated from one's parents, but can also result in separation from siblings, relocating to a new geographical area, and experiencing a sense of not belonging. Children who are removed from their homes and then who experience placement disruption can lead to them experiencing extreme distress and a sense of loss and not belonging, all of which can lead to distrust and a fear of forming secure healthy relationships. Youth who experience minimized placement changes are more likely to experience fewer school changes, less trauma and distress, less mental health and behavioral problems and increased probabilities for academic achievement and experiencing a lasting positive relationship with an adult.

Often the most difficult placements to for child victims who are in custody of child welfare, are for those who have significantly more complex needs having been victims of a variety of circumstances. This is due to the compounded trauma of failed placements, mental health needs that surface due to treatment while in care addressing the reasons for placement, prolonged stays in foster care, under reported or treated substance abuse issues and attachment and bonding issues. These placement issues, coupled with limited resources of skilled caregivers make appropriate placement matching and stability a complicated and on-going challenge for some of our most vulnerable child victims. In that domestic violence and substance abuse is a strong

indicator for initial removal and many of the child victims in this particular unique population are older, they have specific placement needs.

In evaluating the reasons for these placement disruptions, caregivers, staff and youth often identify communication and additional support as barriers. WCDSS is requesting a contracted position of an Intensive Placement Support Liaison to put support directly where it is needed most; to communicate with and respond timely and accurately to caregivers when a complicated and fragile placement of child victim has been made so that all information is given to those who need it when they need it. One of the constant characteristics found when a placement is decided upon for a child with extraordinary needs is that the team around this decision is made up of many people. Lots of decisions about service delivery (school attendance, transportation, respite, medication, therapy, in-home services, legal issues, appointments, visitation, etc.) are made. Often, information can be miscommunicated about these things either initially or on-going which creates pressure on an already difficult situation. This is in addition to the personal and emotional needs of the child and family. This position would provide someone to be assigned and break down barriers of placement options.

The Intensive Placement Support Liaison would be responsible to contact the placement resource daily to make sure that the situation is running smoothly and that it is "as presented" and they have the information they need to provide excellent care to the child victim placed in their care. The key to success and stability for transitions of children into a new fostering environment is consistency and that the caregiver has all possible information needed to care for the children. This is especially important with a disruption. The Intensive Placement Support Liaison would be able to identify any possible problems before they become stressful to the family and then know who to talk to in order to fix them. The many people involved with a case often do not have this perspective or single task. This unique perspective and assignment is focused solely on stability through excellent communication and meeting with the caregivers on a daily basis. Stability and preventing child victims from moving from one home to another allows them to focus on creating significant and meaningful attachments which, in turn, allows them to grow in a trusting environment and heal. This model of intensive support for caregivers and child victims has been used successfully in Fresno and Sonoma Counties, California, who as part of the Quality Parenting Initiative, like Washoe County, shared their results with encouragement.

#### **Service Goal #8 to Increase access to services for sexual assault victims**

The Children's Advocacy Center is a collaborative effort that is supported by the: Washoe County District Attorney, Reno Police Department, Washoe County Sheriff's Office, Sparks Police Department, the Washoe County Department of Social Services and the CARES/SART program (Child Abuse Response & Evaluations/ Sexual Assault Response Team). The CAC center is a child-friendly interview center where children of all ages come to talk to a trained interview specialist about allegations of child abuse, specifically sexual abuse. When children are brought into the center, the child will wait in a room equipped with toys, games, books and child sized furniture in order to reduce trauma to the child. The CAC process also utilizes a video-taped interview process in order to reduce the number of people who will speak with the child in order to keep trauma to the child to a minimum. The CAC opened in 2014 and is comprised of a multi-disciplinary team of prosecutors, law enforcement, medical professionals, counselors, advocates and social workers. Each member of the team is dedicated to the investigation and successful prosecution of criminals who victimize children in our community. To date, over 500 victim interviews have been conducted and successful prosecutions of these difficult cases have

increased. WCDSS would like to expand this team to allow for a greater number of children to receive these services. Ongoing program needs:

- Hire Practice Registered Nurse and public health Nurse
- Obtain the Forensic Nursing Certificate for our Advanced Practice Nurse currently located at the CAC in order to: Identify and properly collect forensic evidence within the health care setting to withstand legal scrutiny; Communicate with the various members of the multi-disciplinary forensic team; Determine treatment for triage and emergency intervention for patients who exhibit potential forensic issues; Identify basic policies and procedures required for conducting sexual assault examinations; Analyze the social and political implications of escalating violence(14- unit/credits at UC Riverside.)

Additionally, one of the current goals of the CAC program is to increase the data collection and reporting abilities of the program overall. This includes improvement of data integrity, statistical data analysis and a more precise method of tracking the number of clients served. In order to achieve these improvements and to properly and adequately track cases that are managed out of the CAC, updated software systems are required. To this end, the computerized NCA track system is a web-based case tracking system that is specifically developed to help Children's Advocacy Centers track case specific information in a user-friendly, reliable manner.

### **Program Evaluation**

**Service Goal #1: Provide children victims with an opportunity to have a safe and structured supervised visitation with their often estranged biological parent and extended family members.**

**Objective: Provide 1200 supervised visitation services per month.**

**Performance Measure: Number of supervised visitations services provided per month.**

**Evaluation Method: Our Program Coordinator will track of the number of unique children receiving supervised visits as well as the total number of supervised visits in a computerized data base.**

**Service Goal #2: Prevent child victims from entering long-term foster care, improve permanency for child victims, and increase permanency outcomes.**

**Objective: Provide safety intervention services utilizing the SAFE assessment.**

**Performance Measure: Number of victims receiving SAFE assessment and have safety plans developed.**

**Evaluation Method: Our Program Coordinator will track the number of unique children receiving a SAFE assessment who have a safety plan developed utilizing data extracted from the State's UNITY System.**

**Service Goal #2 Provide safety intervention to children victim of child abuse and neglect**

WCDSS was awarded the federal Permanency Innovations Initiative (PII) grant. This was a 5-year, \$100 million, multi-site demonstration project designed to improve permanency outcomes among child victims in foster care who have the most serious barriers to permanency. PII includes six grantees, each with a unique intervention to help a specific subgroup of child victims that leave foster care in fewer than three years. WCDSS collaborated with ACTION For Child Protection, Inc., the Ruth Young Center at the University of Maryland, and the Children's Cabinet to develop new approaches to permanency. The Nevada Initiative to Reduce Long-Term Foster Care was focused on: (1) preventing child victims from entering long-term foster care; (2) improving permanency for child victims in foster care; (3) decreasing the amount of time it takes for child victims in foster to achieve permanency; and (4) finding permanent caregivers or connections for child victims where reunification is not possible. Target Population included three populations, which included families with child victims who were: 1) unsafe due to impending danger following a new report of child abuse or neglect, 2) child victims that were in care for 12 months or longer who, at the time of placement, presented with one or more of four risk characteristics: single parent household; parent substance abuse; homelessness or inadequate housing; or parent incarceration with an available parent or caregiver to participate in the intervention. 3) Parents who were unable or unwilling to successfully work towards reunification. Barriers to Permanency: Permanency for child victims in foster care means a legally permanent, nurturing family, occurring through reunification with a child's family, adoption, or guardianship. In Washoe County, barriers to permanency include caregivers with inadequate protective capacities, complex family problems, lack of resources, domestic violence, parental incarceration and deficits in meaningful visitation when children are in care. To perform these functions in the most efficient cost effective manner WCDSS hired a highly experienced contractor to partner with WCDSS staff to ensure all elements of the model can be implemented. WCDSS is in the process of cross training staff on safety services however at this time there is not a sufficient level of expertise or cost effectiveness to bring the full gamut of services in-house to be performed by employees.

***Safety Management and Safety Service – The Children's Cabinet:*** Safety Case Management refers to safety actions, safety services, management of others, related case activities, schedules, collaboration and communication performed by Children's Cabinet Case (CC) Managers (CM) in conjunction with in-home and out-of-home safety plans. Safety Case Management begins when a child victim is determined to be unsafe due to impending danger and the caregivers are unable or unwilling to protect them. That determination occurs as a result of the Safety Determination conducted by WCDSS Assessment Workers. Their involvement and performance is guided by the values and belief systems which support effective safety intervention and contribute to maintaining the safety of child victims within Safety Plans.

***Role of the Children's Cabinet Case Manager:*** The CC CM primarily provides case management services in the context of safety (e.g. safety services provider, safety management) with constant collaboration with the family's WCDSS permanency worker. Utilization of this collaborative approach has been essential in allowing the WCDSS worker to focus on engaging with the family on the identification, delivery, and monitoring of the families case plan and the timely achievement of the identified permanency goal. Referral of a family to Safety Case Management is required when the Assessment worker and/or Permanency worker concludes that (a) the family is eligible for an In-Home Safety Plan or (b) that the caregiver can immediately

benefit from support in meeting Conditions for Return (meaning child victims can reunify at some point). Primary responsibilities of the CC CM include:

- providing information and referrals for families to include the delivery of concrete and emergency basic needs;
- facilitating the develop and management of safety plans;
- delivering safety services directly or arranging for other community “formal” safety services;
- assuring safety services are suitable and relevant to managing impending danger; and
- consulting with WDSS staff on cases until it can be safely closed.



**WASHOE COUNTY  
SOLE SOURCE PURCHASE REQUEST FORM**

**This form must accompany a purchase requisition when sole source approval is requested for equipment, supplies or services exceeding \$25,000.**

DEPARTMENT Social Services Child Welfare LOCATION 350 S Center Street Reno NV 89502

REQUESTOR'S NAME Leslie Williams TELEPHONE # 337-4488

REQUISITION NUMBER \_\_\_\_\_ DATE 8/18/2016

RECOMMENDED SOLE SOURCE SUPPLIER Children's Cabinet, Inc.

**DESCRIPTION OF GOOD OR SERVICE REQUESTED**

Safety Case Management Services - Safety actions, safety services, management of others, related case activities, schedules, collaboration and communication performed by Children's Cabinet (CC) Case Managers (CM) in conjunction with in-home and out-of-home safety plans.

I have read and understand the Policies and Procedures of the Board of County Commissioners with regard to sole source procurements. I understand that competition is the preeminent consideration in the expenditure of County funds, and I acknowledge the County's commitment to the principle of fairness to any vendor who would like to do business with the County. After observing these principles and considerations, I hereby submit that the goods, services, and/or vendor specified in the accompanying requisition fit the County's sole source criteria for the following reasons: Please provide sufficient detail to clearly identify the reason(s) for this sole source procurement request. Attach additional information if necessary.

1. The product is unique in design and/or features that are required for a specific application. List the unique features and explain why they are needed for the application the product will be used for.

WCDSS was awarded the federal Permanency Innovations Initiative (PII) grant. The award was a 5-year, \$100 million, multi-site demonstration project designed to improve permanency outcomes among child victims in foster care who have the most serious barriers to permanency. Children's Cabinet is the primary partner in implementing the PII Safety Case Management model for the past 5 years and is the only provider in the community trained to provide these services in compliance with the approved model. The CC CM primarily provide case management services in the context of safety (e.g. safety services provider, safety management) with constant collaboration with the family's WCDSS permanency worker. Utilization of this collaborative approach has been essential in allowing the WCDSS worker to focus on engaging with the family on the identification, delivery, and monitoring of the families case plan and the timely achievement of the identified permanency goal. Referral of a family to Safety Case Management is required when the Assessment worker and/or Permanency worker concludes that (a) the family is eligible for an In-Home Safety Plan or (b) that the caregiver can immediately benefit from support in meeting Conditions for Return (meaning child victims can reunify at some point). Primary responsibilities of the CC CM include:

providing information and referrals for families to include the delivery of concrete and emergency basic needs;

facilitating the develop and management of safety plans;

delivering safety services directly or arranging for other community "formal" safety services;

assuring safety services are suitable and relevant to managing impending danger; and

Ongoing consultation with WCDSS staff on cases until case can be safely closed.

2. The product being purchased must be compatible with existing equipment. Identify the existing equipment.

N/A

3. The product requested is one which the user has had specialized training for. Identify who the user of this product will be and provide a description of the previous training.

The Children's Cabinet has been the primary partner in implementing Safety Case Management Services over the past 5 years and is the only provider in the community trained to provide these services in compliance with the approved service model. The Children's Cabinet was identified in the Department's FY17 VOCA grant application and subsequent award as the provider of Safety Case Management Services. The FY17 grant award was accepted as awarded by the Board of County Commissioners at the July 26, 2016 meeting. Please see attached grant application and notice of grant award.

4. The product or service is available only from the manufacturer or their authorized representative. Identify the manufacturer or authorized representative, and provide telephone number and address information.

Children's Cabinet  
Mike Pomi, Executive Director  
1090 S Rock Blvd  
Reno NV 89520  
775-856-6200

5. Consultants/Subcontractors: The individual/company is the most suitable to provide the service requested and the selection process is based on the following:

There is evidence that the assistance to be provided is essential and cannot be provided by persons receiving salary support within Washoe County.

A selection process was utilized to select the most qualified person.

The consulting charges are appropriate considering the qualifications of the consultant or company based on past experience and the nature of the work to be performed.

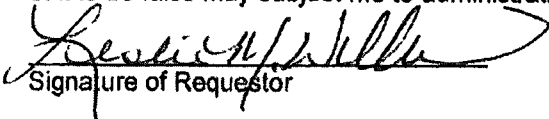
6. Other. Please explain the specific circumstances and/or requirements that warrant the goods or services request to be procured from a sole source.

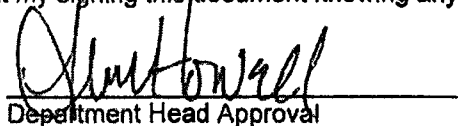
Children's Cabinet was identified in the Department's Victims of Crime (VOCA) grant application as the provider of safety services. The Department was awarded the VOCA grant to provide the safety case management services through a contract with the Children's Cabinet in the amount of \$500,000 for the period of July 1, 2016 through June 30, 2017.

7. The following provides justification as to reasonableness of price:

N/A

I understand that I may be required to justify this sole source procurement before the appropriate authority, including the Board of County Commissioners, and that my signing this document knowing any of it to be false may subject me to administrative action.

  
Signature of Requestor

  
Department Head Approval

Amber Howell  
Print Name

I, \_\_\_\_\_, authorized Buyer, recommend the following:

( ) Sole source justification is adequate and exempt from competitive bidding requirements per NRS 332.115.

Sole source justification is adequate to justify exemption from competitive bidding requirements ~~per NRS 332.115.~~

( ) Sole source justification is inadequate and request is returned to department for additional justification, instructions on whether to seek competitive bids for the goods or services requested, or to withdraw the request.

\_\_\_\_\_  
Buyer

  
\_\_\_\_\_  
Purchasing & Contracts  
Manager

\_\_\_\_\_  
Date

9/13/2016  
\_\_\_\_\_  
Date

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into by and between Washoe County, a political subdivision of the State of Nevada ("COUNTY") and **THE CHILDREN'S CABINET, INC.**, a Nevada Domestic non-profit Corporation ("ORGANIZATION").

### WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services, is responsible pursuant to State and Federal laws for the safety, health and welfare of abused or neglect children found within Washoe County and it provides services to such children and their families; and

WHEREAS, it is the mission of the ORGANIZATION to provide services and resources to keep children safe and families together; and

WHEREAS, COUNTY has reviewed the services which can be provided by the ORGANIZATION and has found that obtaining those services will be beneficial to fulfilling the needs of the children and families in Washoe County; and

WHEREAS, COUNTY and ORGANIZATION desire to enter into a formal agreement setting forth their respective responsibilities, duties and liabilities regarding the provision of such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed by and between the parties as follows:

### TERM

1. This Agreement shall be for nine (9) months commencing October 1, 2016 and continuing through June 30, 2017, contingent upon grant funding and with the option of two (one) year extensions or until this Agreement is terminated or cancelled pursuant to paragraphs 10 or 15, whichever date shall first occur.

## OBLIGATIONS OF ORGANIZATION

2. Purpose and Services. ORGANIZATION will provide the following services related to the COUNTY'S Initiative to Reduce Long Term Foster Care, also known as the Permanency Innovations Initiative (PII) Program:

- **CASE MANAGEMENT SERVICES.**
  - a. ORGANIZATION's staff will team with COUNTY Social Workers who are responsible for developing a case plan specific to each family.
  - b. ORGANIZATION's staff will attend routine case conferences with COUNTY staff to get direction specific to safety management and collaborative case management activities.
  - c. ORGANIZATION's staff will provide advocacy services for families, linking parent(s) with local public service agencies and other nonprofit organizations to apply for and obtain services to ensure the family's immediate needs are met to ensure child safety in consultation with COUNTY.
  - d. ORGANIZATION's staff will collaborate with COUNTY in the provision and monitoring of the family's safety plan and Conditions for Return.
  - e. ORGANIZATION and/or staff will participate in case reviews for ongoing Quality Improvement and Accountability as requested.
  - f. ORGANIZATION will maintain workload standards consistent with COUNTY to include supervisor to staff ration 1:6, and staff to family ratio 1:15.
- **DATA TRACKING.** The ORGANIZATION shall maintain information on clients and case-related activities. Documentation of case management activities will, at a minimum, be maintained in UNITY. Any other client record keeping system shall be made available to the COUNTY for review upon request.
  - The ORGANIZATION will document case management related activities in UNITY within five (5) business days of that activity. Any open/active case will have, at a minimum, one UNITY case note entry per calendar month.
  - The ORGANIZATION will assign staff providing case management services to families in UNITY ("Assignment Role") within one business day of service delivery

starting. Staff will be “end dated” within one business day of their assignment ending.

3. Invoices/Reports. The ORGANIZATION shall provide to the COUNTY a written report in the form required by the COUNTY. Each report must identify direct costs associated with the provision of services and describe the services provided by the ORGANIZATION pursuant to this Agreement during the preceding month. These reports shall be submitted monthly, along with the billing, and shall include UNIT data, fiscal reports, service delivery tracking, and staff allocation information.

Invoices are to be submitted monthly. Reports and invoices must be submitted to the COUNTY no later than 10 days after the end of each month, as applicable, and must be executed under penalty of perjury by an official of the ORGANIZATION who is empowered by the ORGANIZATION to enter into contracts on its behalf.

Failure to timely submit any report or invoice in accordance with this paragraph is a material breach of this Agreement and is grounds for nonpayment of an invoice, in whole or in part, or cancellation of this entire Agreement as outlined in paragraph 10.

4. Records and Inspection. The ORGANIZATION shall maintain in its principal office written records of all services provided pursuant to this Agreement. The records must specify the type and duration of the services provided, date and name of the individual(s) providing the service, and the case record number and the name of the individual(s) receiving the service. If a recipient’s identity or other information is confidential by any federal, state or local law, or subject to a privilege, this information must be kept in separate but secure location in ORGANIZATION’S office. COUNTY may inspect all such records with a 48-hour prior notice to ORGANIZATION. Breach of Confidentiality by ORGANIZATION is grounds for termination of the entire agreement.

5. Notification of Change of Executive Director. The ORGANIZATION shall notify the COUNTY in writing of a change in Executive Director, and of the new Executive Director’s name and telephone number. This includes an Acting Director, if any.

6. Indemnification/Hold Harmless. COUNTY has established specific indemnification and insurance requirements for Agreements to help assure that reasonable insurance coverage is maintained. All conditions and requirements for insurance and indemnification are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

Indemnification and hold harmless clauses are intended to ensure that agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit A shall be completed prior to any payment under this Agreement.

7. Discrimination. In connection with the performance of its obligations under this Agreement, ORGANIZATION shall not discriminate against any of its employees, agents or any person applying to ORGANIZATION for its services because of race, religion, color, sex, age or national origin, or disability except that ORGANIZATION may limit or restrict the provision of its services to persons in accordance with the services described on paragraph two.

### **OBLIGATIONS OF COUNTY**

8. Review of Reports: Approval. The COUNTY shall timely review each report/invoice submitted by the ORGANIZATION pursuant to paragraph 3 and shall approve or disapprove payment in full or in part within five (5) business days after it is received. If a report/invoice is approved in full, the COUNTY shall pay to the ORGANIZATION an amount in accordance with the provisions set forth in paragraph 9. If a report/invoice is approved in part, the COUNTY shall pay to the ORGANIZATION the portion of the maximum amount set forth in paragraph 9, which represents the approved portions of the report/invoice, and the COUNTY shall have no obligation to pay the remainder unless it subsequently approved the disapproved portions of the report. The total payments made by the COUNTY to the ORGANIZATION shall not exceed the maximum amount set forth in paragraph 9 of this Agreement.

COUNTY shall not unreasonably withhold approval of payment; however, COUNTY has the right to request ORGANIZATION provide more specific information about the services provided. If the report/invoice submitted by ORGANIZATION lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by ORGANIZATION, or if ORGANIZATION has failed to submit a written report as specified in paragraph three or if ORGANIZATION has failed to include the information required as stated in paragraph three, COUNTY shall have the authority to withhold approval of payment of all or part of that invoice. COUNTY will inform ORGANIZATION in writing of the specific reason for disapproval and ORGANIZATION shall have 10 days from the date of the written notice is issued to provide COUNTY with the requested information.

9. Payment. During the term of this Agreement and subject to all terms and conditions of this Agreement, the COUNTY shall pay the ORGANIZATION for actual personnel and associated operating expenses not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00). The COUNTY may make payment of any portion of that amount only after the County has approved an invoice/report in accordance with paragraph 8. Failure to comply with any term or condition of this Agreement is a material breach of this Agreement and is cause for the County to refuse to make any payment.

### **CANCELLATION**

10. The COUNTY or the ORGANIZATION may cancel this Agreement with or without cause. Cancellation shall be made by a written Notice of Cancellation, and shall become effective thirty days after the receipt of the Notice of Cancellation by the non-canceling party. The Notice shall be deemed received three days after mailing by regular mail. The Notice must be served by mailing at the following addresses:

COUNTY: Washoe County Social Services Department  
P.O. Box 11130  
Reno, NV 89520-0027

ORGANIZATION: THE CHILDREN'S CABINET, INC.  
1090 SO. ROCK BLVD.  
Reno, NV 89502

If a cancellation is made pursuant to this Agreement, a final invoice/report of the type described in paragraph 3 must be immediately prepared by the ORGANIZATION within seven days after the effective date of the cancellation setting forth all goods or services provided by the ORGANIZATION from the date of its last invoice/report to the effective date of the cancellation. After approval of the final invoice/report in the manner provided in paragraph 8, the COUNTY shall pay the ORGANIZATION any amounts owed under paragraph 9 for services actually provided prior to the effective date of cancellation.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ORGANIZATION and COUNTY.

### **MISCELLANEOUS PROVISIONS**



11. Independent Contractor. It is intended by the parties hereto that the ORGANIZATION perform its obligations hereunder as an independent contractor and not as any agency or employee of the COUNTY. The ORGANIZATION is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

12. Assignment/Delegation. The right and obligations of each party to this Agreement are not assignable. As assignment or delegation or any right or obligation hereunder is a material breach of this Agreement.

13. Waiver. A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding Breach.

14. Merger/Amendment. This Agreement, together with the attached Exhibit A, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

15. Funding Out Clause. In the event Washoe County Fails to appropriate or budget funds for the purposes as specified in this Agreement, the ORGANIZATION hereby agrees to cancel this Agreement. The COUNTY agrees to provide 30 days written notice to the ORGANIZATION in the event this situation should occur. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

16. Authority. The person executing this Agreement on behalf of the ORGANIZATION certifies that he/she has the power and authority to bind the ORGANIZATION to the terms and conditions of this Agreement.

17. Compliance With Laws. The ORGANIZATION agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

18. Governing Law and Venue. The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

19. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

20. Limited Liability. COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

21. Background Investigations and Certification. ORGANIZATION, agrees by signing this Agreement to the following:

- a) Submit to a background investigation on each employee, intern, volunteer or subcontractor providing direct services to any client of COUNTY, which may include, but is not limited to, fingerprinting, a criminal history check and a check for information relating to sexual offenses as defined in NRS 179A.073 pursuant to the provisions of NRS 179A.180 to NRS 179A.230. PROVIDER agrees to assume the cost for each employee, intern, volunteer or subcontractors' fingerprinting and criminal history check;
- b) Inform COUNTY of any addition or termination of a direct service employee, intern, volunteer or subcontractor within five (5) working days of employment or termination. PROVIDER agrees to provide proof of initiating the background investigation to COUNTY prior to initiating any services under this Agreement. PROVIDER agrees to cooperate with the signing of any necessary release of information or the provision of any other information necessary to conduct the background investigation.

ORGANIZATION, its principals and agents, to the best of their knowledge and belief, hereby certifies that no employee, intern, volunteer or subcontractor:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) 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;
- c) 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;
- d) 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
- e) 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.

ORGANIZATION is required to inform COUNTY of any investigations of the agency or individual employees by any authority (e.g., State of Nevada).

**IN WITNESS WHEREOF**, COUNTY and ORGANIZATION have executed this agreement as of the date first written below.

<b>WASHOE COUNTY:</b>	
By: _____ Chair, Washoe County Commission	Date: _____



## **Exhibit A**

### **NONPROFIT AGENCIES**

#### **INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

#### **INDEMNIFICATION AGREEMENT**

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

#### **GENERAL REQUIREMENTS**

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

#### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

### **MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: - N/A.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-. VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### **VERIFICATION OF COVERAGE**

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

### **SUBCONTRACTORS**

ORGANIZATION shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.