



WASHOE COUNTY

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Risk Mgt. B.A.
HR UA
Grant Mgt. GE

STAFF REPORT

BOARD MEETING DATE: September 13, 2016

DATE: August 23, 2016
TO: Board of County Commissioners
FROM: Mary Herzik, Family Services Manager, Second Judicial District Court
(775) 328-3299, mary.herzik@washoecourts.us
THROUGH: Jackie Bryant, District Court Administrator/Clerk of Court
(775) 328-3119, Jackie.Bryant@washoecourts.us

SUBJECT: Request that the Board of County Commissioners retroactively acknowledge a grant award from the State of Nevada, Administrative Office of the Courts, Nevada Supreme Court to the Second Judicial District Court, in the amount of \$40,000 [\$13,332 (33.33%) in-kind match required], to support dependency mediation in the Second Judicial District, effective August 16, 2016 through August 15, 2017, and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

SUMMARY

The Second Judicial District Court has been awarded \$40,000 in grant funding to support the dependency mediation needs of the Second Judicial District consistent with the goals and objectives of Nevada's Court Improvement Program (CIP). Since 2011, the Dependency Mediation Program in the Second Judicial District has facilitated resolution of child abuse and neglect issues by bringing together the family, social workers, attorneys, and others involved in a case with a trained mediator. Among the positive results, mediation has increased the opportunities for families to participate meaningfully in decision making and improved outcomes in juvenile dependency cases. The Second Judicial District Court has been awarded grant funds in the amount of \$40,000 [\$13,332 (33.33%) in-kind match required] for the period beginning August 16, 2016 through August 15, 2017, from the Nevada Administrative Office of the Courts, Court Improvement Program Grant from the Department of Health and Human Services, Administration for Children and Family Services. This grant is being accepted retroactively, as funding accompanied receipt of the grant award.

The County Priority/Goal supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

The Board of County Commissioners has previously accepted such grants on behalf of the Second Judicial District Court. The District Court implemented a successful

AGENDA ITEM # 6.A.

dependency mediation program from March 2006 through July 2007. In 2011, dependency mediation was reintroduced as a Model Court initiative.

The Board of County Commissioners previously accepted such grants on behalf of the Second Judicial District Court on July 12, 2011, agenda item 6F(1) for the initial grant award of \$85,000.

The Board of County Commissioners previously accepted such grants on behalf of the Second Judicial District Court on January 28, 2014, agenda item 7E(2) for a grant award of \$45,000.

The Board of County Commissioners previously accepted such grants on behalf of the Second Judicial District Court on March 10, 2015, agenda item 7D for a grant award of \$50,000.

BACKGROUND

Nevada's Court Improvement Program (CIP) is a multidisciplinary project which seeks to assess and improve court processes related to child abuse and neglect and ensure improved safety, permanence, and well-being for dependent children. CIP enables the courts and agencies involved in the child welfare system to implement systemic changes to improve the handling of child welfare cases while ensuring compliance with state and federal laws regarding child welfare matters.

The Dependency Mediation Program in the Second Judicial District Court started as a CIP pilot project in 2011. Two independent studies of the mediation program in Washoe County by the National Council of Juvenile and Family Court Judges have shown that mediation can be an important practice to improve outcomes for children and families.

Dependency mediation offers an alternative to litigation in the child abuse and neglect court system. Instead of a contested hearing, mediation is used to facilitate a discussion where parties voluntarily address the issues that brought a family into the child protection system. The widely recognized best practice of court-based mediation in juvenile dependency cases provides both families and professionals with an opportunity to discuss disputed issues in a confidential setting and address available options with the assistance of an impartial third-party.

The grant will allow 80 dependency mediations to be provided over the grant period.

GRANT AWARD SUMMARY

Project/Program Name: Dependency Mediation

Scope of the Project: The Second Judicial District Court will continue the Dependency Mediation Program, which has served as a model for other jurisdictions in Nevada, and meets the obligations under Nevada Revised Statute Code Section 3.225 (1) to resolve Family Court disputes through non-adversarial methods where practical and appropriate. Juvenile dependency cases will be referred to mediation as an alternative method of dispute resolution, promoting voluntary case resolution of disputed issues.

Benefit to Washoe County Residents: Safe, Secure and Healthy Community.

On-Going Program Support: N/A

Award Amount: \$40,000

Grant Period: August 16, 2016 through August 15, 2017

Funding Source: Department of Health and Human Services,
Administration for Children and Family Services (ACF)

Pass through From: Nevada Administrative Office of the Courts

CFDA Number: 93.586

Grant ID Number: 17-455

Match Amount and Type: A 33.33% in-kind match is required for this grant. The percentage rate translates into \$13,332 in-kind required.

Sub-Awards and Contracts:

The Courts will contract for mediation services in accordance with Washoe County Purchasing Policy and §2 CFR 200.22.

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the adopted budget will be increased by \$40,000 in both revenues and expenditures in the following accounts:

Cost Object	G/L Account	Amount
10956	431100	\$40,000.00
10956	710121	\$40,000.00

The 33.33% in-kind match is met through payment of current staff salaries that will directly support the program.

RECOMMENDATION

It is recommended that the Board of County Commissioners retroactively acknowledge a grant award from the State of Nevada, Administrative Office of the Courts, Nevada Supreme Court to the Second Judicial District Court, in the amount of \$40,000 [\$13, 332 (33.33%) in-kind match required], to support dependency mediation in the Second Judicial District, effective August 16, 2016 through August 15, 2017, and direct the

Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move that the Board of County Commissioners retroactively acknowledge a grant award from the State of Nevada, Administrative Office of the Courts, Nevada Supreme Court to the Second Judicial District Court, in the amount of \$40,000 [\$13,332 (33.33%) in-kind match required], to support dependency mediation in the Second Judicial District, effective August 16, 2016 through August 15, 2017, and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

ADMINISTRATIVE OFFICE OF THE COURTS
CONTRACT NUMBER 17-455
Budget Category Number 1484-11; 1484-13
Contract Administrator K. Malzahn-Bass
SUBGRANT AGREEMENT
BETWEEN

Received AOC

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THE NEVADA ADMINISTRATIVE OFFICE OF THE COURTS
NEVADA SUPREME COURT
AND
THE SECOND JUDICIAL DISTRICT COURT, FAMILY DIVISION

This subgrant agreement, dated August 16, 2016, is between the ADMINISTRATIVE OFFICE OF THE COURTS, NEVADA SUPREME COURT, STATE OF NEVADA ("AOC") and SECOND JUDICIAL DISTRICT COURT, FAMILY DIVISION ("Subgrantee").

AOC has immediate need to provide funding to support the dependency mediation needs of the Second Judicial District for the Court Improvement Program ("CIP"). The services are necessary to further the goals and objectives of CIP as described herein.

The parties therefore agree as follows:

1. *Term:* Subgrantee shall begin work upon signing this agreement. The anticipated completion date is July 15, 2017. This agreement will expire on August 15, 2017.
2. *Funding:* This project is funded within the Judicial Branch Budget Account Number 1484-11, 1484-12, 1484-13 for federal fiscal year 2017.
 - A. This project is funded in whole by the Court Improvement Program Grant from the Department of Health and Human Services, Administration for Children and Family Services (ACF), awarded under the provisions of Section 13712 of Subchapter C., Part I of the Omnibus Budget Reconciliation Act of 1993; Grants for State Courts. The financial obligation and liability of AOC under this agreement is subject to and limited by the availability and award of federal funds. If the source of federal funding is less than anticipated, or Court Improvement Program funding priorities change this Agreement shall be modified accordingly.
 - B. Subgrantee certifies that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by any federal department or agency. The signature on this Agreement attests to the subgrantee's compliance with each of the following federal certifications: Anti-Lobbying Certification and Disclosure, Certification Regarding Drug-Free Work Place, and Certification Regarding Environmental Tobacco Smoke.

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Subgrant Agreement
Second Judicial District Court, Family Division
Second Judicial District Court Dependency Mediation Program
FY 2017-2018

3. *Incorporated Documents:* This agreement incorporates the following attachments in descending order of constructive precedence:

- A. Subgrant Proposal, dated July 20, 2016, 13 pages
- B. In-Kind Tracking Form, 1 page
- C. Quarterly Fiscal Report Form, 1 page
- D. Quarterly Program Report Form, 2 pages
- E. Final Program Report Form, 1 page

Any Subgrantee submitted attachments shall not contradict or supersede any State of Nevada or AOC specifications, requirements, terms or conditions without those changes being specified in this agreement. In the event of any conflict between this agreement and any attachment, this agreement shall control.

4. *Notice and Contact Information:* Notice for all matters relating to and arising from this agreement, including service of process unless otherwise stated, shall be in writing and delivered in person, by U.S. mail or by facsimile or other method agreed upon by the parties, and shall be addressed or directed to the Project Manager(s) as follows:

- Katherine R. Malzahn-Bass, Court Improvement Program Coordinator
Administrative Office of the Courts
Nevada Supreme Court
201 S. Carson Street
Carson City, NV 89701
Phone: 775-687-9809
Fax: 775-684-1723
Email: kmalzahn-bass@nvcourts.nv.gov
- Mary D. Herzik, MA, Family Services Manager
75 Court Street, Ste. 214A
Reno, Nevada 89501
EIN# 88-6000138
Phone: (775) 328-3299
Fax: (775) 328-2129
Email: mary.herzik@washoecourts.us

5. *Background Investigation:* AOC may conduct a background investigation of Subgrantee's employees, subcontractors, principals, agents and any other person having access to information related to this project or access to court facilities or personnel. Discovery of any undisclosed criminal conviction may be grounds for immediate termination of this agreement without prior notice by the AOC, as may any conviction of any criminal offense during the term of this agreement.

6. *Total Payment Amount and Expenses:* AOC will pay Subgrantee, as full compensation for the program being satisfactorily implemented under this agreement an amount not to exceed \$40,000. The total compensation amount includes all expenses and costs

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associated with this agreement, and no expenses or costs of any kind relating to this agreement may be separately charged to AOC without prior written approval.

7. *Payment Terms and Procedures:*

- A. Within 30 days of execution of the agreement, AOC shall pay Subgrantee \$20,000. Within 30 days of receipt and approval by CIP of the second quarter report, AOC shall pay Subgrantee the remaining \$20,000. AOC shall notify Subgrantee of any objection to an invoice in writing within ten business days of receipt of the invoice. Subgrantee shall respond in writing to any AOC objection to an invoice within ten business days of receipt of the objection. Any approved balances which are overdue shall incur a one percent finance charge.
- B. Subgrantee shall provide AOC Project Manager quarterly in-kind, fiscal, program, and final program (**Exhibits B, C, D and E, attached hereto**) reports. All report forms are available on the CIP website at:

The due dates for the reports shall be:

- 1st Quarter Reports for August 15 - September 30 due October 31, 2016
- 2nd Quarter Reports for October 1 – December 31 due January 31, 2017
- 3rd Quarter Reports for January 1 – March 31 due April 30, 2017
- 4th Quarter Reports and Final Annual Reports for April 1 – July 15 due August 15, 2017

- C. Subgrantee agrees to provide a matching contribution of one third (33.33%) of the award amount. The matching contribution in the amount of \$13,333 may be provided in cash or as an “in-kind” contribution. Subgrantee shall provide a description and complete documentation of its matching contribution utilizing CIP In-Kind form (Exhibit B). Failure to submit sufficient documentation of the matching contribution as provided herein shall be a material breach of this Agreement.
8. ***Records Retention, Inspection and Audit:*** Subgrantee shall maintain all financial records, supporting documentation and all other records (written, electronic or otherwise) relating to performance and billing under this agreement for a period of at least 5 years. The retention period begins to run from the agreement termination date. The retention period shall be extended when an audit or dispute resolution process is scheduled or in progress for a period reasonably necessary to complete the audit or dispute resolution process. Subgrantee shall make all such records and documentation available to AOC for inspection, review and/or audit within 10 days of written notice of a request during the term of the agreement and throughout the retention period. Any such inspection, review and/or audit shall be conducted at a reasonable time during business hours, and in such a manner that does not interfere with Subgrantee's normal business activities.

9. *Solicitation*: Subgrantee warrants that no person employed by the Nevada Supreme Court, the State of Nevada, or any governmental agency within the State of Nevada has been employed, retained, or paid any type of compensation to solicit or secure this agreement for the benefit of the Subgrantee.
10. *Assignment/Delegation*: Subgrantee shall not assign, delegate, or transfer any interest or obligation under this agreement, subcontract any portion of the work to be performed, or assign any claims for money due or to become due under this agreement, without prior written consent of AOC.
11. *Insurance*: Each party shall be responsible for its own actions and those of its personnel, employees and agents and for complying with all legal requirements including, but not necessarily limited: workers' compensation coverage, automobile liability insurance and general liability insurance.
12. *Liability and Indemnification*: To the extent permitted by law, including NRS Chapter 41, AOC and Subgrantee shall only be responsible for those claims, demands, damages, and causes of action related to or arising out of or in any way connected to its own actions and the actions of its own personnel, employees, or agents. Further, each party shall hold harmless, defend, and indemnify the other party and its appointees, officers, and employees with respect to any suit or claim resulting from any and all acts, omissions, or conduct of that first party's own personnel, employees or agents.
13. *Confidentiality*: Subgrantee may gain access to confidential information during its work related to this agreement. All such information, in whatever form, produced, prepared, observed or received by Subgrantee in the course of, and in relation to, this agreement is confidential and shall be used only in performance of Subgrantee's duties and obligations under this agreement. Subgrantee shall not provide to any third person any document or information in any form prepared in connection with services pursuant to this agreement without prior written permission from AOC. Subgrantee shall not publish or submit for publication any document or information in any form prepared in connection with services related to or resulting from this Agreement without prior written permission from AOC. Any items created exclusively for AOC pursuant to this Agreement shall become the property of AOC.
14. *Dispute Resolution*: If the parties are not able to informally resolve any dispute which arises regarding this Agreement, they shall engage the services of a mutually agreed upon mediator prior to filing any claim in a court of law other than a claim for injunctive relief. If the dispute is not resolved after 90 days following the first mediation session, the parties shall proceed with binding arbitration through the American Arbitration Association ("A.A.A.") prior to any claim being filed in a court of law, other than a claim for injunctive relief. Arbitration shall commence and be concluded as soon as practical, taking into consideration the applicable rules of arbitration as applied by A.A.A. The parties agree that A.A.A. shall appoint 1 arbitrator. Any decision or award obtained through arbitration shall be reduced to writing, and be final and binding upon the parties, and shall be enforceable in any court

of competent jurisdiction. Each party will bear their own costs and expenses associated with mediation and/or arbitration unless otherwise agreed to or determined through the mediation and/or arbitration process. Any mediation session or arbitration proceeding shall be conducted in Carson City, Nevada, unless otherwise agreed.

15. *Termination without Cause:* Subgrantee's acceptance of final payment terminates this agreement. Further, this agreement may be terminated by either party by giving written notice of termination. The notice must specify a date upon which the termination will be effective, which may not be less than 7 calendar days from the date of receipt of the notice. Upon termination without cause, AOC is responsible for compensation to Subgrantee for all services completed and furnished through the date of termination and must be paid within 30 calendar days of the effective date of termination or receipt of Subgrantee's final invoice, whichever is later. Upon receipt of the termination notice, Subgrantee shall promptly discontinue all services unless the notice specifies otherwise.
16. *Termination for Non-appropriation:* The continuation of this agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or applicable federal sources. AOC may terminate this agreement, and Subgrantee waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified in the notice) if for any reason AOC's funding from the State and/or federal sources is not appropriated or is withdrawn, limited or impaired for any reason.
17. *Termination for Cause/Time to Correct:* Upon a material default or breach of this agreement, either party may give notice of intent to terminate the agreement and will be relieved of any further obligations or duties unless the default or breach is satisfactorily resolved. Termination is effective only after service of a formal written notice of the default or breach, and the subsequent failure of the defaulting party to cure the default or breach to the satisfaction of the aggrieved party within 15 calendar days of receipt of the notice of default or breach. If the default or breach has been cured to the satisfaction of the aggrieved party within the 15 calendar day cure period, this agreement will not be terminated. If the breach or default has not been cured within the 15 calendar day cure period, the non-breaching party may, by written notice to the other party, terminate the agreement immediately. If this agreement is terminated by Subgrantee due to a default or breach of AOC, any payment due to Subgrantee for work completed through the date of the notice of intent to terminate shall become due and payable within 30 calendar days of receipt of the notice of termination or final invoice, whichever is later. If this agreement is terminated by AOC due to a default or breach by Subgrantee, AOC may proceed with the work in any manner it deems necessary and proper. The actual costs incurred by AOC to complete the project will be deducted from any payment due to Subgrantee under this agreement, if any, and the balance will be paid to Subgrantee within a reasonable time.

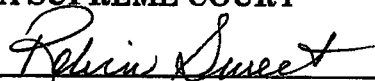
18. *Remedies*: Except as otherwise provided in this agreement, the parties reserve any and all rights and remedies available to them by law or equity, including, without limitation, actual damages, and attorney fees and costs to a prevailing party.
19. *Entire Agreement and Modifications*: This document and its attachments constitute the entire agreement between the parties. No prior or contemporaneous statements or representations, whether oral or written, have been relied upon by the parties except those expressly stated in, or attached to, this agreement. No changes or alterations may be made to this agreement unless reduced to writing and signed by the parties and adopted as a formal amendment to this agreement.
20. *Controlling Law/Jurisdiction*: Any and all matters in dispute between the parties arising from, or relating to in any way, the subject matter of this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Additionally, the parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada.
21. *Severability*: If any term, provision, or clause of this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if that term, provision, or clause did not exist and the rest of this agreement will remain in full force and effect.
22. *Force Majeure*: Neither party shall be in violation of this agreement if it is prevented from performing any of its obligations due to strikes, failure of public infrastructure, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting the excuse, and the excused party is obligated to promptly comply with the terms of the agreement after the intervening cause ceases.
23. *Waiver*: The failure to enforce any default, breach or right, or to require performance of any of this agreement's terms, covenants, or provisions by the other party at the time designated, is not a waiver of the default, breach or right, nor shall it affect the right of the party to enforce the term, covenant or provision, unless notice of such a waiver is provided to the other party in writing.
24. *Binding Effect*: This agreement is binding upon, and will inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators, and assigns of the parties.
25. *Compliance with Laws and Policies*: Subgrantee shall comply, and shall ensure that its agents, officers, directors, employees, representatives, subcontractors and vendors comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as all policies and procedures applicable to independent contractors doing business with AOC, in its performance under this agreement. In particular, and

without limitation, Subgrantee will comply with all federal, state, and local laws regarding equal employment opportunity and nondiscrimination.

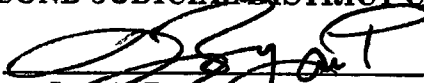
26. *Survival*: The following paragraphs shall survive any termination or expiration of this agreement: 8, 12, 13, 14, 18, 19, 20, 21, 22, and 24.

This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**ADMINISTRATIVE OFFICE OF THE COURTS
NEVADA SUPREME COURT**

By: 
ROBIN SWEET
Director
Dated: 8-16-16

SECOND JUDICIAL DISTRICT COURT

By: 
Jackie Bryant
Court Administrator
Dated: 8-10-16

AUG 01 2016

NEVADA COURT IMPROVEMENT PROGRAM
PROPOSAL COVER SHEET

APPLICANT INFORMATION

Name of Entity: Second Judicial District Court
Entity Director: Hon. Patrick Flanagan, Chief District Court Judge, Hon. Bridget Robb, Presiding Family Court Judge
Street Address: 75 Court Street, Reno, NV 89501
Mailing Address: 75 Court Street, Reno, NV 89501
Legal Status of Entity: Other
Board of Directors: Yes (If yes, attach list with names, affiliations, and addresses.) No
Federal Tax ID Number: 88-6000138

PROJECT MANAGER CONTACT INFORMATION

Name: Mary D. Herzik, MA Title: Family Services Manager
Mailing Address: 75 Court Street, Suite 214A, Reno, NV 89501
Email Address: Mary.Herzik@washoecourts.us
Telephone Number: (775) 328-3299 Fax Number: (775) 328-3129

PROJECT INFORMATION

Title of Proposed Project: Dependency Mediation in the Second Judicial District: Creating a Path to Sustainability
Is this a new Project? Yes No (If no, how was this project previously funded, for what time period and for what amount :) CIP has funded the SJDC's Dependency Mediation Program since 2011 at a cost of \$204,000
Total Amount of CIP Funds Requested: \$40,000
Are There Other Funding Sources For This Project? Yes (If Yes, please explain):
Follow up funding from WCDSS has been committed No
What Outcome Number(s) and Activity/Project Description(s), in the CIP Strategic Plan, does this proposed project help move forward? (List all that apply.)
Outcome Number: 8
Activity/Project Description: Expand the use of mediation in child welfare disputes
Outcome Number: _____
Activity/Project Description: _____
Outcome Number: _____
Activity/Project Description: _____


Signature of Authorizing Official

7-20-16
Date

**DEPENDENCY MEDIATION IN THE SECOND JUDICIAL DISTRICT:
CREATING A PATH TO SUSTAINABILITY**

SECOND JUDICIAL DISTRICT COURT

July 20, 2016

I. Executive Summary

In many jurisdictions, mediation has become a viable option for resolving disputes about child protection matters. Mediating child protection disputes was first tested in the Second Judicial District Court (SJDC) in 2006 as a Model Court initiative and then reintroduced in 2011 as a Court Improvement Program (CIP) project. The parameters of the project included: (1) using a collaborative model to reach an agreement regarding the future care of the child in a manner that protects the child and serves the child's best interests; (2) mandating participation in mediation; (3) using informal discussions about the case and the child's and family's future to generate options and provide opportunities for collaboration; (4) giving parents a voice and a chance to discuss issues in a confidential, non-judgmental setting; (4) obtaining buy-in from the court, child welfare agency, and legal professionals; and (5) producing results that are subject to systematic review and evaluation.

The Nevada Revised Statute Code Section 3.225(1) encourages Family Court to use alternative dispute resolution wherever appropriate. Additionally, courts and agencies involved in the child welfare system are encouraged to develop improved ways of handling child welfare cases, including improving the quality of the court process for children and families involved in dependency proceedings.

Dependency mediation has been an effective tool for resolving many child protection disputes in the Second Judicial District. As noted by Alicia Summers, Ph.D., Senior Research Associate at the National Council of Juvenile and Family Court Judges (NCJFCJ), "Mediation has been demonstrated for decades to be an alternative to ongoing litigation in child abuse and neglect (juvenile dependency cases) by bringing together all concerned parties to resolve issues with the assistance of a third party mediator." Our experience in the Second Judicial confirms this. By facilitating a discussion of the disputed issues among parties and identifying common interests, resolution is often possible.

To date, over 450 dependency cases have been mediated as part of the SJDC's Dependency Mediation Program funded by CIP. The results have been encouraging. Among the findings:

1. Most mediations result in agreement. For the period February 1, 2015 – March 15, 2016, 118 child welfare cases were mediated in the Second Judicial District. Agreement was reached in 89 cases out of 118 (75.4%).
2. Mediation empowers parents. The opportunity to be heard and talk through issues is critical. Early in the case mediation can be particularly effective when there is information that has not yet been exchanged among the parties.
3. Mediation improves communication and working relationships among individuals involved in the case. Mediation is an opportunity to address misunderstandings and communication breakdowns and focus on next steps. Mediation can also help manage expectations as the case proceeds.
4. Mediation provides a forum for discussion of the court process and timelines; discussion of permanency options; delineation of roles and responsibilities; engagement of other family members; refinement of visitation plans; and identification of needs and services necessary to achieve permanency.
5. Mediation helps parties identify points of agreement so court time can be used more efficiently on matters that are truly contested.
6. Mediation offers additional time to discuss and elaborate on issues that are important to parties, but may not be directly relevant to the court proceedings.
7. Participation in mediation increases ownership of agreements.

Researchers from NCJFCJ completed a study of dependency mediation in the Second Judicial District comparing outcomes in 27 mediated cases to 25 cases that had not been mediated (*Research Report: Outcome Evaluation of Mediation in Washoe County, Nevada, December 2013.*) The results showed that mediated cases are more likely to result in reunification of children with their families compared to non-mediated cases and fathers who attended mediation were more likely to be present at subsequent hearings. Improved father engagement and reunification are significant outcomes in a system focused on safety, permanency and well-being of the child.

For the proposed project, we will continue to offer dependency mediation in the SJDC utilizing best practice strategies while identifying areas for continuous program improvement. This includes identifying structural, administrative, and organizational changes that will provide practical support to the mediation process on the ground. One unexplored issue to date, for example, is how to incorporate meaningful participation of children and youth in dependency mediation. Another issue is how best to address safety concerns in the dependency mediation context. Better assessment of relationship

dynamics, including domestic violence between the parents, will help prepare the mediator to make adjustments to the mediation process or, if a session is in progress, determine whether it should end. Administratively, we intend to implement a web-based system for scheduling dependency mediations. Finally, we will focus on strategies for building a sustainable child protection mediation program in the Second Judicial District. Our project is titled "Dependency Mediation in the Second Judicial District: Creating a Path to Sustainability." The title reflects the court's ongoing commitment to building and sustaining an effective and robust dependency mediation program in the Second Judicial District.

Summarizing, new CIP funding for Dependency Mediation in the Second Judicial District will focus in the following key areas:

1. Implement processes that emphasize substantive communication among parties and include the participation of children or youth in dependency mediation where appropriate.
2. Improve screening for domestic violence and/or assessment of relationship dynamics in referred cases.
3. Continue ongoing self-review and independent evaluation of project processes and outcomes. Implementing a new web-based system for scheduling dependency mediations is a new approach that will be tested.
4. Serve as a training site for new dependency mediators from other judicial districts who are implementing dependency mediation in their court.
5. Ensure long term program sustainability by securing ongoing program funding.

II. Proposal Narrative

A. Description of Applicant Agency:

The Second Judicial District Court of Washoe County is the largest court in northern Nevada and the only District Court in northern Nevada with a Family Court. Washoe County has been a NCJFCJ Model Court demonstration site since September 1995 and a Senior Model Court since 2008. As a Model Court, Washoe County is committed to implementing the Resource Guidelines Best Practices by improving court and administrative practices and developing positive relationships among court, social service agencies and community partners. Since its inception, Model Court has initiated a number of programs such as Family Drug Court, Mentor Moms, Family Mental Health Court, and an Educational Liaison for Foster Children. The District Court's Dependency Court, currently consisting of one elected judge and one hearing master, hears all cases involving abused and neglected children. Its mission is to preserve families by identifying problems and safety concerns that have caused the removal of children from their homes.

Since 2011, the Dependency Mediation Program in the Second Judicial District has facilitated resolution of child abuse and neglect issues by bringing together the family, social workers, attorneys, and others involved in a case with a trained mediator. While historically an adversarial perspective has framed much of child welfare decision-making, this project represents an opportunity to implement a collaborative approach. Among the positive outcomes, mediation has increased the opportunities for families to participate meaningfully in decision making. As noted by Judge Egan Walker, "In cases where the dependency process results in termination of parental rights, mediation is likely one of the few humane processes which we can offer parents. In the great majority of cases which remain, mediation is reaping benefits through earlier participation of parents and the tantalizing possibility that mediation will be a significant tool with which to accelerate the safe and effective reunification of families. The Dependency Mediation Program is a great example of how a modest investment of dollars early can reap untold rewards in positive outcomes later."

In CY 2015, the number of children in the custody of WCDSS (post protective custody) was 1222. According to Jeanne Marsh at WCDSS, on any given day the number of children in WCDSS custody averages 980.

B. Issue Statement:

Dependency mediation is a tool increasingly used by courts to achieve better outcomes for dependent children by offering families a more collaborative forum to ensure the safety and well-being of their children. As noted by proponents, the more parties are empowered to be heard and encouraged to work together to find solutions, the better the outcomes will be for children and their families.

A satisfaction survey of Washoe County's Dependency Mediation Program in 2012 found both parents and stakeholders viewed mediation as successful. Stakeholders reported that mediation reduced their workload in preparation and hearings. Parents agreed they felt heard, respected and treated fairly in mediation.

With additional funding from CIP, it is the intent of the Second Judicial District Court to continue the process of mediating many dependency case issues that would otherwise be litigated. Among the benefits is that problems rarely dealt with in court are often effectively addressed in mediation. This includes communication issues, encouraging more parental compliance, reviewing plans that include provision of services, etc.

Of note, during the project period, we intend to test a web-based system for scheduling dependency mediations which may be helpful to other jurisdictions who are refining their dependency mediation processes. Our goal is to give real-time information on available mediation slots to stakeholders and court clerks so dependency mediations may be scheduled more quickly and efficiently.

C. Program Description:

The Second Judicial District Court proposes to continue the Dependency Mediation Program which has served as a model for other jurisdictions in Nevada and meets the obligation under Nevada Revised Statute Code Section 3.225 (1) to resolve Family Court disputes through non-adversarial methods where practical and appropriate.

In keeping with this statute, juvenile dependency cases will be referred to mediation- a facilitated, non-adversarial negotiation in child protection disputes that takes place in addition to, or in lieu of, formal legal proceedings. In mediation, decision making authority rests with the parties.

Juvenile dependency cases will be ordered to mediation by the court or by stipulation of the parties when parents deny the petition for custody, when there is a contested termination of parent rights (TPR) petition, when there is a contested permanency planning hearing, or any other contested issue the Judicial Officer determines might be appropriate for mediation. The date and time of mediation will either be set by the court, and formalized through a court order or scheduled through the web-based system which shows all available mediation slots in real time; participation by all parties is mandatory. Three hours will be set aside for each mediation and sessions will be held in the offices of Family Court Services.

The Mediators will be independent contractors, not Second Judicial District Court or Washoe County employees. Mediators will use a facilitative model of mediation, a style that emphasizes the neutrality of the mediator.

Participants will be provided an orientation prior to mediation. The purpose of the orientation for parents is to: explain the process, help them identify issues/interests and address concerns. The purpose for case workers and attorneys is to review the case, consider options for resolving the dispute and exchange information. In addition, the mediator may address procedural issues and make inquiries about parental understanding, expression, and decision-making. With this as a foundation, the mediation session itself should be a focused, one-time event for resolving issues.

Dependency Mediation is a confidential process consistent with NRS48.109, unless there are new allegations of child abuse or neglect or a participant threatens to harm him/herself or someone else. Parties will be asked to sign a confidentiality agreement at the start of mediation and no paperwork generated during the mediation, other than the Agreement, is shared with the Court.

At the conclusion of the session, mediators will use a laptop to write the agreement while all parties are in the same room. The agreement will be printed, signed by those who have the authority to do so and each party will receive a copy. Consistent with recommendations from the 2013 NCJFCJ research report, the agreement will

be restated before parties disperse to ensure all parties, especially parents, have a clear understanding of the agreement reached. Also before leaving, participants will be asked to complete a short survey regarding their perceptions of the mediation, the outcome and how they were treated. Participant surveys will be collected and maintained by the project administrator.

The final step in the process is that the agreement will be forwarded to the judge, who will sign the agreement and file a court order.

Project Goals:

- Goal 1:** Mediate 80 cases during the project period.
- Goal 2:** Reach full or partial agreement in seventy-five percent (75%) of the mediations completed.
- Goal 3:** Implement a web-based system for scheduling dependency mediations.
- Goal 4:** Enhance screening for domestic violence and develop strategies to maintain balance and safety throughout the mediation process.
- Goal 5:** Facilitate the participation of children in mediation where appropriate.
- Goal 6:** Provide opportunities for newly trained dependency mediators to observe a mediation session and refine skills.
- Goal 7:** Secure long term funding commitments for program sustainability.

Target Population:

1. Abuse and neglect cases in which the petition for custody is denied at the plea hearing.
2. Abuse and neglect cases set for a contested Termination of Parental Rights trial.

Service Area:

Washoe County

Proposed Project Staff:

Project staff will consist of four contract mediators with grant administration by Family Services Department staff of the Second Judicial District. The mediators

will be Brent Begley, Margaret Crowley, Tamatha Schreinert, and Senior Judge Deborah Schumacher. Mediator qualifications include a minimum of a master's degree, preferably in social work, mental health or behavioral or social sciences or a law degree; completion of a 40 hour basic mediation training and a 40 hour advanced training; with additional training and/or experience in dependency mediation.

Collaboration for the Proposed Project:

The Second Judicial District Model Court, Washoe County District Attorney, Washoe County Public Defender's Office, Alternate Public Defender's Office, Conflict Counsel, Washoe Legal Services Children's Attorney Project, Washoe County Department of Social Services, Court Appointment Special Advocate Program (CASA), NCJFCJ and CIP Project Staff.

D. Evaluation Methodology:

To date, two independent evaluations of the Dependency Mediation Project in the Second Judicial District have been conducted. CIP contracted with NCJFCJ to do an evaluation of the project in June 2013 focusing on project implementation, participant satisfaction, and a case outcomes analysis. A follow up study was done in December 2013.

The 2013 study focused on the effectiveness of mediation earlier in the case (pre-adjudication) and found: (1) Mediated cases were more likely to result in reunification when compared to non-mediated cases (2) Fathers who participated in mediation were present at more hearings compared to fathers who did not participate.

As noted by researchers, "This outcome evaluation sought to answer if mediation impacts outcomes for children and families and the results demonstrated that families referred to mediation are more likely to reunify with their children compared to those who were not referred. Researchers looked at parental engagement and found that fathers referred to mediation attended more hearings compared to fathers who were not referred."

These studies are important pieces of a statewide framework for understanding the long term impact of mediation in child welfare cases. We are committed to continuing to monitor and track case outcomes and would welcome further independent assessments.

E. Sustainability Plan:

It is the goal of this project to put Dependency Mediation in the Second Judicial District on a stable funding path that will reduce or eliminate the need for external funding.

Shared responsibility among stakeholders is one of the ongoing strategies for sustaining an effective dependency mediation program. To that end, Judge Walker confirms WCDSS has verbally committed \$50,000 towards the future of this project amid a growing chorus of supporters who recognize the benefits of dependency mediation for children, families and the system. The future for dependency mediation in the Second Judicial District is bright.

LOGIC MODEL TEMPLATE

PROGRAM/INITIATIVE NAME: Dependency Mediation in the Second Judicial District: Creating a Path to Sustainability

Driving Need for Project:

Mediation is a tool used by courts to encourage resolution of child protection disputes outside of the court process. It has been particularly successful in increasing parent involvement in decision making while facilitating solutions and plans that parents and social workers create together in response to the needs of the family and child(ren). As one parent observed, "With mediation you have a voice and there's options. I felt confident enough to speak my mind.....it was amazing." More effective engagement of families and better outcomes for children are two key reasons this project should continue.

Measurable Objectives:

1. Mediate 80 cases during the project period;
2. Reach full or partial agreement in 75% of the mediations held.
3. Test a web-based system for scheduling dependency mediations.
4. Strengthen screening procedures for domestic violence to ensure mediation process supports safety.
5. Facilitate the participation of children in mediation where appropriate.
6. Provide opportunities for observation of dependency mediation to other statewide mediators.
7. Secure long term funding for Dependency Mediation.

Target Population:

1. Abuse and neglect cases in which the petition for custody is denied at the plea hearing.
2. Abuse and neglect cases set for a contested Termination of Parental Rights trial.

Evaluation Study: Measurement of process indicators --- Measurement of outcome indicators

Specific actions or project that will be completed to produce specific outputs and demonstrate progress toward the outcomes and impacts	How output is accomplished, by <u>whom</u> and by <u>when</u>	What you intend to produce, provide or accomplish through the activity.	Changes in: <ul style="list-style-type: none"> • Knowledge • Skills • Attitude • Motivation • Awareness • Behaviors • Practices • Policies • Procedures 	Projected measurable changes in such data as: <ul style="list-style-type: none"> • Timeliness measures • Well-being • Safety • Permanency • Other Example: From x% to y
Implement a Dependency Mediation program that draws on the value of collaborative practice and reflects high levels of settlement and effectiveness at all stages of a case.	Communication and discussion among parents, lawyers, social workers and others will be facilitated by a trained mediator to resolve disputed issues.	Reduced reliance on the court to settle disputed issues; option generation; improved communication.	Resolution of dependency case issues using a process which is inclusive, collaborative, confidential, and is conducted with fidelity to a mediation model.	Implementation of "best practices" in 80 mediated cases, reaching full or partial agreement in 75% of mediations held.
Encourage meaningful participation of children and youth in dependency mediation.	Project Administrator will research ways to support children's participation in mediation from direct in-person participation to symbolic representation (photos of the child in the room for example).	Practice guidelines for child inclusion in mediation.	An improved process for ensuring the child's voice is heard.	Give children a voice in decision making processes that profoundly affect them.
Strengthen screening for domestic violence.	Mediators will apply a domestic violence lens to each child protection mediation in a safe, constructive manner.	An effective assessment tool for screening, planning, and monitoring for domestic violence at all stages of the mediation process. A more efficient scheduling process that allows dependency mediations to be set outside of court.	Prioritization of issues of domestic violence and relationship dynamics in the context of child protection mediation.	More effective management of safety and risks during the mediation process.
Test a web-based system for scheduling dependency mediations.	Court IT will take the lead in developing the new scheduling process along with instructions for clerks and stakeholder and stakeholder training.	An improved way of sharing information on the availability of mediation slots for stakeholders which also allows them to request mediation for a specific date and time.	An improved way of sharing information on the availability of mediation slots for stakeholders which also allows them to request mediation for a specific date and time.	Improved system efficiency around mediation scheduling and increased responsiveness to stakeholders.

Objectives

<p>Facilitate continuing education and training of mediation practitioners in Nevada who are new to child protection mediation.</p>	<p>Family Services Manager will coordinate training and observation requests.</p>	<p>Individualized training and mentoring for mediators interested in child protection mediation.</p>	<p>A forum for mediators to develop specialized skills and gain greater knowledge of the child protection system.</p>	<p>Improved mediator and program effectiveness.</p>
<p>Identify long term funding for Dependency Mediation.</p>	<p>Project administrator will work with Judicial Officers and Court Administration to secure stable, ongoing funding for Dependency Mediation.</p>	<p>Sustainability plan.</p>	<p>Secure future for the program.</p>	<p>Institutionalization of Dependency Mediation in the Second Judicial District.</p>

COMMUNITY DEVELOPMENT PROGRAM
2010-2011 BUDGET REQUEST

Applicant Name: Second Judicial District Court

Project Name: Dependency Mediation in the Second Judicial District: Creating a Path to Sustainability

Category	Total Project Costs	Funding Amount Requested from CIP	Amount of Cash / In-Kind Match for Each Category *	Revenue Received from Other Funding Sources
Consultants (Contract Services)	40,000.00	40,000.00	13,332.00	0
Personnel Costs				
Rent / Utilities / Telephone				
Technology / Equipment				
Copy / Printing				
Postage				
Supplies				
Other Expenses (Please specifically list)				
Total Budget	40000.00	40000.00	13332.00	0.00

*Approved applications will be required to document a 33.33% match of the CIP funded award amount. This match may be cash or in-kind time contributions.

**NEVADA COURT IMPROVEMENT PROGRAM
QUARTERLY FISCAL REPORT**

Program Name:

Contract #

Date Report Prepared:

Reporting for:

- January - March (due April 30th)
- April - June (due July 30th)
- July - September (due October 30th)
- October - December (due January 30th)

Category	Total Amount Received from CIP To Date	Total Amount Spent Previous Reporting Periods	Total Amount Spent Current Reporting Period	Total Amount Spent to Date
Consultants (Contract Services)				0.00
Personnel Costs				0.00
Rent / Utilities / Telephone				0.00
Technology / Equipment				0.00
Copy / Printing				0.00
Postage				0.00
Supplies				0.00
Other Expenses (Please specifically list)				0.00
Misc.				0.00
Total	0.00	0.00	0.00	0.00

NEVADA COURT IMPROVEMENT PROGRAM
QUARTERLY PROGRAM REPORT

PROGRAM NAME:

Contract #

- Reporting for:**
- January - March (due April 30th)
 - April - June (due July 30th)
 - July - September (due October 30th)
 - October - December (due January 30th)

As outlined in the proposal logic model, describe the project activities during the quarter. For example: the project plan, design and pilot; impact analysis; study of project impact; project improvement and adjustment.

Describe the progress in terms of achieving measurable objectives of the grant award: What specific objective changes have occurred. Please provide data and process of collecting data.

Describe any problems, delays or adverse conditions you have experienced in achieving the stated objectives. Include a statement of action taken, or contemplated and any assistance needed to resolve the situation.

Describe any activities scheduled for the next reporting period.

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Print Name

Title

Signature

Date

NEVADA COURT IMPROVEMENT PROGRAM
FINAL PROGRAM REPORT

PROGRAM NAME:

Contract #

- Reporting for:**
- January - March (due April 30th)
 - April - June (due July 30th)
 - July - September (due October 30th)
 - October - December (due January 30th)

As outlined in the proposal logic model, describe the project activities during the quarter. For example: the project plan, design and pilot; impact analysis; study of project impact; project improvement and adjustment

Describe evaluations conducted and the results, including all relevant statistics concerning planned outcomes and impact, in the logic model.

1) Outcomes:

2) Impact:

Explain your progress in terms of achieving the project's stated measurable objectives, in the logic model.

Print Name

Title

Signature

Date