



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: June 21, 2018

Staff Contact: Carol Akers and Ali Banister

Agenda Title: For Possible Action: To approve Contract No. 1819-015 as a two-year contract between Serenity Mental Health and the Carson City Juvenile Services Department (Probation/Detention) for mental health and substance abuse services effective July 1, 2018 through June 30, 2020 for an annual amount of \$98,280. (Carol Akers, CAkers@carson.org and Ali Banister, (abanister@carson.org)

Staff Summary: The Legislature passed AB395 in 2017 appropriating \$98,280 from the State General Fund to the First Judicial District of the State of Nevada for the Co-occurring Mental Health Diversion Program to provide services to juveniles who have mental health and/or substance abuse issues. The funds must be used to supplement and not supplant or cause to be reduced any other source of funding for the Co-occurring Mental Health Diversion Program. The AB395 funds must be expended by September 20, 2019 or returned to the State General Fund.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve Contract No. 1819-015 as a two-year contract between Serenity Mental Health and the Carson City Juvenile Services Department (Probation/Detention) for mental health and substance abuse services effective July 1, 2018 through June 30, 2020 for an annual amount of \$98,280.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Over the past few years, Carson City Juvenile Services has had the tremendous benefit of receiving no cost mental health and substance abuse services through partnerships with Rural Clinics Community Mental Health Centers and the Carson City School District. Unfortunately, the funding streams for both of these entities has ended resulting in the need to contract for services. To assist with off-setting the cost for these services it is recommended that the AB395 funds be used for the first year of the two-year contract with Serenity Mental Health. Serenity Mental Health will provide assessments, suicide de-escalation (24 hours per day), mental health counseling/therapy, case planning, group mental health counseling/therapy and drug and alcohol evaluation services.

The need for mental health and substance abuse services is at a critical point in Carson City and nationwide. In 2017, of the juveniles who were screened for drug/alcohol abuse and mental health stability, 74% possessed mental health issues. Juvenile Detention has seen an increase in the need for one-on-one staff to juvenile to prevent suicide attempts. The number of altercations between juveniles and staff has increased due to the

number of juveniles being detained who possess mental health issues. It has been a growing concern for the safety and well-being for the juveniles, staff, and the community. Lastly, providing mental health and substance abuse services to juveniles is reasonable and necessary to carry out the Court's duties in the administration of justice.

The First Judicial District Court Judges, the Chief Juvenile Probation Officer, and the Court Administrator met with the City Manager to discuss the critical need for mental health and substance abuse services for juveniles in the court system and/or being monitored/supervised by Juvenile Services. A two year contract was discussed in lieu of requesting a fulltime position. In addition, the two year period will provide the time necessary to determine if a contract is more beneficial than a fulltime position and to also seek other potential funding sources such as Medicaid reimbursement

Applicable Statute, Code, Policy, Rule or Regulation

AB395 Sec. 25.

1. There is hereby appropriated from the State General Fund to the First Judicial District of the State of Nevada the sum of \$98,280 for the Co-occurring Mental Health Diversion Program for juveniles who have mental health issues, substance abuse issues or both.
2. The money must be used to supplement and not supplant or cause to be reduced any other source of funding for the Co-occurring Mental Health Diversion Program.
3. Any remaining balance of the appropriation must not be committed for expenditure after June 30, 2019, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 20, 2019, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 20, 2019.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Grant Fund 275-4505-423-12-05

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

FY 2019 \$98,280 from AB395

FY 2020 \$98,280 would need to be transferred from the General Fund.

Alternatives

- 1) Not approve the contract.
- 2) Return the \$98,280 to the State General Fund.
- 3) Do not provide mental health and/or substance abuse treatment services.

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By) _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-015

Title: Serenity Mental Health, LLC

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Serenity Mental Health, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract (does involve _____) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does _____) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1819-015** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. **SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of CITY and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by CITY for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only

CCBL expires _____

GL expires _____

AL expires _____

PL expires _____

WC expires _____

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2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:
(OMITTED)

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from July, 1, 2018, subject to Carson City Board of Supervisors' approval (anticipated to be June 21, 2018) to June 30, 2020, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-015

Title: Serenity Mental Health, LLC

4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Genevieve Ramos
Serenity Mental Health, LLC
755 N. Roop Street Suite 101
Carson City, NV 89701
702-860-1577
email: gen26@cox.net

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Ninety Eight Thousand Two Hundred and Eighty Dollars and 00/100 (\$98,280.00) per fiscal year, and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Chief of Juvenile Services, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Serenity Mental Health, LLC

5.6 CITY does not agree to reimburse CONSULTANT for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONSULTANT.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall CONSULTANT be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONSULTANT shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against CONSULTANT for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If CONSULTANT fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this Subsection 7.5 (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

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7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, 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 such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities,

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damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: *The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.*

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**.

CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.9 (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

- 13.20.1 *Minimum Limits required:*
- 13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- 13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 13.21.1 *Minimum Limit required:*
- 13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

- 13.22.1 *Minimum Limit required:*
- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.
- 13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

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If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT**'s non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT**'s obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to ;'NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Serenity Mental Health, LLC

Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arises between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arises between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-015

Title: Serenity Mental Health, LLC

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Finance Department
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sherri Russell, Deputy Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

**CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 275-4505-423-12-05

By: _____

Dated _____

CONTACT PERSON:

Ali Banister, Chief of Juvenile Services
Telephone: 775-887-2033

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Genevieve Ramos

TITLE:

FIRM: Serenity Mental Health, LLC

CARSON CITY BUSINESS LICENSE #: 18-00030044

Address: 755 N. Roop Street Suite 101

City: Carson City **State:** NV **Zip Code:** 89701

Telephone: (702) 860-1577

E-mail Address: gen26@cox.net

(Signature of Contractor)

DATED _____

STATE OF _____)
County of _____) **ss**

Signed and sworn (or affirmed before me on this _____ day of _____ 20____

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 21, 2018 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-015**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 21st day of June 2018.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 21st day of June 2018.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Serenity Mental Health, LLC

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period:

Invoice shall be submitted to:

Carson City Juvenile Services
Attn: Michele Baugh
740 South Saliman Road
Carson City, NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Exhibit A

Serenity Mental Health Scope of Work

Services to be Provided - On the terms and subject to the conditions set forth herein, on the date this Agreement is fully executed by both the Company and Carson City, in the Juvenile Detention Center, the Company shall perform the following services (“Services”), including but not limited to; suicide assessments and suicide de-escalation as needed with an immediate response to be available twenty four (24) hours per day, level of care assessments as needed, mental health evaluations as needed, and between three (3) and eighteen (18) hours of mental health counseling/therapy per week as needed to the inmates in the Juvenile Detention Center. Additionally, Company shall perform Services including but not limited to, providing the Juvenile Justice Assessment and Triage Team (“JJASTT”) case planning/management, heading one (1) hour per week a juvenile counseling group, one (1) hour per week a parent psycho-educational group, two (2) hours per week a co-occurring counseling group, approximately three (3) hours per week in home mental health counseling/therapy for JJASTT recipients, approximately two (2) hours per month attendance to the monthly JJASTT meeting, drug and alcohol evaluation as needed, and as per the Company policies patients established with the Company either through the community or this contract shall be allowed access to psychiatric services including assessment and/or medication management for an additional fee (see below section 1.2). All Services herein shall be performed and documented according to professional standards of practice as set forth in all applicable local, state and federal laws, statutes, rules, and regulations. Documentation will be both retained at the Company for the legally required seven (7) years and provided to Carson City upon request and with necessary HIPPA compliance documentation acquired. Required licensure and professional liability insurance regarding malpractice shall be retained under the guidelines of the Company clinicians’ license issued by the State of Nevada.

Consideration - Carson - City shall pay a total of Ninety dollars (\$90.00) per hour per the terms of this Agreement, hours worked will be documented and submitted to Carson City every Wednesday. The consideration is to be paid within seven (7) calendar days after the date of receiving documentation of hours worked. As the Company is a Medicaid provider, the Company shall attempt to collect Medicaid reimbursement when applicable; when Medicaid reimbursement is unobtainable Carson City will be responsible for the consideration. In the circumstance psychiatric assessment and/or medication management has been obtained; the Company shall attempt to collect Medicaid reimbursement when applicable; when Medicaid reimbursement is unobtainable, in Lou of the Ninety Dollar (\$90.00) standard hourly rate, Carson City will be responsible for a psychiatric rate of One Hundred Fifty dollars (\$150.00) per assessment and Eighty dollars (\$80.00) for each follow up visit as psychiatric service differ greatly from therapeutic services. Total compensation not to exceed Ninety Eight Thousand Two Hundred Eighty dollars (\$98,280.00) effective July 1, 2018 through September 20, 2020 in the amount of \$98,280 for fiscal year 2019 and \$98,280 for fiscal year 2020.

MEMORANDUM

TO: The Board of Supervisors

FROM: Chief Ali Banister

DATE: June 12, 2018

RE: Recommend Mental Health Contract for Juvenile Services

I have compiled several NRS's that mandate mental health, evaluations, and treatment services for juveniles: 62C.060, 62C.035, 62E.280, 62E.513, 62E.620, and 62E.680 and 62E.160. Please see attached document.

In the past, JPO has received funding and services from two different agencies to provide treatment services. We have been fortunate enough to receive free services without requesting funds from the City. The first source of funding is through a grant from the School District. The portion of that grant for mental health services was \$25,333 a year. This funding was used to provide mental health services in our detention center. The assigned counselor provided by the school district spends 6 hours per week in the detention facility. During these 6 hours she is utilized for de-escalation, suicidal youth and counseling. This does not include afterhours calls or crisis intervention. This funding is no longer available.

Rural Clinics has provided additional mental health and counseling services. Rural Clinics helps facilitate the Juvenile Justice Assessment Triage Team (JASTT). This diversion program is used for out of custody youth. The JASTT Program was created to keep mental health youth out of the system and to divert them in to appropriate services out of the juvenile justice system. Rural Clinics agreed to dedicate one of their current employees to help facilitate this program. They agreed to provide services until we could sustain the services on our own, no more than 2-3 years. We are now on the third year. The individual assigned to the program spent no less than 5 hours a week at the office. Since this was not a grant or funding directly given to us, I am unsure of the clinicians pay. However, the standard pay for a mental health clinician is between \$80-100 per hour. This would total between \$19,200-\$24,000.

Rural Clinics also provided a counselor to facilitate groups at no cost. This counselor spent roughly two hours a week at JPO with the yearly total being between \$7,680-\$9,600. The amount of services provided by Rural Clinic is roughly between \$26,880-\$33,600 per year.

The total cost for both of these services (School District and Rural Clinics) is \$52,213-\$58,933. Unfortunately, the School District's services are no longer available and Rural Clinics services will terminate on June 30th.

The reason we were granted \$98,280 from the State is due to the costs of evaluations (mental health evals, drug and alcohol evals or psychiatric evals required by residential treatment centers). All are services that neither Rural Clinics or the School District provides. These services are currently paid for by the Court and JPO. The \$98,280 funding will allow to have a clinician to be in detention for more than 6 hours a week. We have been making do but need to keep the youth and staff safe, especially with the increase in detention numbers and the severity of crimes we are experiencing. Many youth who are detained are suicidal, which takes an extended amount of time to handle. A counselor may be there for several hours before the youth de-escalates and is safe enough to return to their cell. Unfortunately, this is a weekly occurrence.

Lastly, during this last legislative session, Assembly Bill 180 and 472 passed. I have attached both of them for your review. These bills mandate certain services detention centers must provide in the State of Nevada. One of the services required is mental health screening for youth in detention facilities. Per AB180, it is the detention centers responsibility to provide necessary medical and behavioral health care services, including mental health services, psychological screening, assessment and testing. Per AB 472 the expense for these evaluations will shift from the State to each department of juvenile services over the next 2 fiscal years. With the School District and Rural Clinics support we have managed to provide these services. However, from this point forward, we will not be able to provide these mandated services without the City's help.

Please let me know if there is any further information I can provide. 75% of the youth that come into the detention center or who are placed on

probation have a mental health condition. We need the appropriate treatment services.

Ali Banister
Chief of Juvenile Services

Attachments: 2

CHAPTER.....

AN ACT relating to juvenile justice; creating the Juvenile Justice Oversight Commission and an Advisory Committee to the Commission; prescribing the powers and duties of the Commission and the Advisory Committee; imposing requirements related to juvenile justice on the Division of Child and Family Services of the Department of Health and Human Services and local departments of juvenile services; providing for the establishment of an evidence-based program resource center; requiring the juvenile court to make certain findings before committing a child to the custody of a state facility for the detention of children or a public or private institution or agency in another state; requiring departments of juvenile services to conduct a risk assessment and a mental health screening before the disposition of a case involving a child who is adjudicated delinquent; requiring the Division to consider the results of such an assessment and screening in making decisions concerning the placement of a child; revising provisions relating to mental health screenings of children referred to the system of juvenile justice; revising provisions concerning the release of certain information relating to a child subject to the jurisdiction of the juvenile court; requiring the Youth Parole Bureau to adopt policies and procedures relating to responses to a child's violation of his or her terms and conditions of parole; requiring the juvenile court to consider the adherence of the Youth Parole Bureau to such policies and procedures in determining whether to suspend, modify or revoke a child's parole; revising provisions relating to revocation of a child's parole; providing a penalty; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law provides generally for a system of juvenile justice in this State. (Title 5 of NRS) **Section 4** of this bill creates the Juvenile Justice Oversight Commission to perform certain functions relating to the juvenile justice system. **Section 4.5** of this bill creates an Advisory Committee consisting of two members of the Senate, two members of the Assembly and two judges of a juvenile court to provide recommendations to the Commission. **Section 5** of this bill requires the Commission to: (1) establish a uniform procedure for the Division of Child and Family Services of the Department of Health and Human Services, the Youth Parole Bureau and each department of juvenile services in this State to follow when developing performance measures related to the juvenile justice system; (2) establish standard procedures for measuring outcomes for children subject to the jurisdiction of the juvenile court; (3) select a validated risk assessment tool to assist



the juvenile court, the Division and each department of juvenile services in determining the appropriate actions to take for children subject to the jurisdiction of the juvenile court and a validated mental health screening tool to determine the appropriate actions to take for children in need of supervision; and (4) contract with a qualified vendor or provider to provide technical assistance and training to employees of the juvenile justice system on the implementation and operation of such tools.

Section 6 of this bill requires the Commission to develop a 5-year strategic plan that establishes policies and procedures for the Division and each department of juvenile services relating to the use of evidence-based practices when providing services to children subject to the jurisdiction of the juvenile court. **Section 7** of this bill requires the members of the Commission to conduct annual quality assurance reviews of each state facility for the detention of children and each regional facility for the treatment and rehabilitation of children, which **section 13.2** of this bill defines as a regional facility which: (1) provides court-ordered treatment and rehabilitation for children; and (2) is administered by or for the benefit of more than one governmental entity. **Section 7** requires such a quality assurance review to include a review of the facility's: (1) service delivery; (2) case management procedures; (3) policies on supervision and behavior management; and (4) procedures relating to the release of children from the facility. **Section 7** also requires a facility to: (1) develop a facility improvement plan, in coordination with the Division or a local department of juvenile services, if such a plan is required to address any issues raised in the review; and (2) submit such a plan to the Commission. **Section 7** further requires the Commission to compile all such facility improvement plans and submit the plans to the Governor and the Director of the Legislative Counsel Bureau with its annual review.

Section 8 of this bill requires the Division and each department of juvenile services to, on or before July 1, 2018, implement the validated risk assessment tool and the validated mental health screening tool selected by the Commission for evaluation of children subject to the jurisdiction of the juvenile court. **Section 8** also establishes the cost allocation for the expenses of implementing such tools, such that the responsibility for those expenses will shift from the State to each department of juvenile services over the next 2 fiscal years. **Section 9** of this bill requires the Division and each department of juvenile services that receives money from the state, other than any money received from the State Plan for Medicaid, to use such money to develop, promote and coordinate evidence-based programs and services. **Section 9** also requires any contract between the Division or a department of juvenile services and a treatment provider for the provision of juvenile services to require the treatment provider to comply with the evidence-based standards developed by the Commission.

Section 10 of this bill requires the Division to issue a request for proposals to establish an evidence-based program resource center. **Section 10** requires the resource center to: (1) provide technical assistance to the Division, each department of juvenile services and treatment providers to support the implementation and operation of evidence-based programs and practices as set forth in the Commission's 5-year strategic plan; (2) provide various types of training to persons employed in the juvenile justice system; (3) act as a resource clearinghouse on evidence-based programs and practices; and (4) facilitate collaboration among state and local agencies and treatment providers who serve the juvenile justice system. **Section 12** of this bill requires the Division and each department of juvenile services to develop and implement a family engagement plan to increase the participation of the family of a child who is subject to the jurisdiction of the juvenile court in the rehabilitation of the child.



Existing law establishes provisions governing the disposition by a juvenile court of cases of children subject to the court's jurisdiction. (Chapter 62E of NRS) **Section 15** of this bill requires the department of juvenile services, before the disposition of a child's case, to conduct a risk assessment and a mental health screening on the child using the validated tools selected by the Commission and, in certain circumstances, a full mental health assessment, and to prepare a report based on the results of the risk assessment, mental health screening and any full mental health assessment as to the most appropriate disposition of the case. **Section 16** of this bill requires a department of juvenile services to develop an individualized case plan for each child placed under the supervision of the juvenile court, placed under the informal supervision of a probation officer or committed to a regional facility for the treatment and rehabilitation of children. **Section 16** sets forth the information required to be included in each case plan. **Section 17** of this bill requires the Division to: (1) consider the results of a validated risk assessment, a validated mental health screening and any full mental health assessment to make decisions concerning the placement of a child; and (2) develop a case plan for each child committed to the Division for placement in a state facility for the detention of children. **Section 14.5** of this bill requires the juvenile court to make certain findings before committing a child to the custody of a state facility for the detention of children, and **section 18** of this bill requires the juvenile court to make certain findings before committing a child to a public or private institution or agency in another state. **Sections 20 and 21** of this bill revise the process for how mental health screenings of children who are adjudicated delinquent and committed to a state facility for the detention of children or a regional facility for the treatment and rehabilitation of children are to be conducted.

Existing law requires the Division to: (1) establish a standardized system for the reporting, collection, analysis, maintenance and retrieval of information concerning juvenile justice in this State; and (2) adopt regulations that require juvenile courts, local juvenile probation departments and the staff of the youth correctional services to submit certain information to the Division. (NRS 62H.200) **Section 25** of this bill revises the types of juvenile justice information required to be submitted to the Division. **Section 22** of this bill requires the Division to analyze such information and submit a report to the Governor and to the Legislature relating to the trends that exist in the juvenile justice system and the effectiveness of the system's programs and services. **Section 33** of this bill repeals a similar provision that requires each local juvenile probation department to analyze such information and submit a report to the Division.

Section 24 of this bill authorizes the Division to withhold money from a juvenile court that does not comply with the regulations adopted by the Division relating to the submittal of certain juvenile justice information.

Existing law authorizes a director of juvenile services and the Youth Parole Bureau to release certain information concerning a child who is within the purview of the juvenile court to certain other persons involved in the juvenile justice system. (NRS 62H.025) **Section 23** of this bill revises the list of persons to whom a director of juvenile services and the Youth Parole Bureau may release information to include: (1) the Chief Parole and Probation Officer; (2) the Director of the Department of Corrections; (3) a law enforcement agency; (4) the director of a regional facility for the treatment and rehabilitation of children; or (5) the director of an agency which provides mental health services.

Existing law provides for the suspension, modification or revocation of the parole of a child. (NRS 63.770) **Section 26** of this bill requires the Youth Parole Bureau to establish policies and procedures to be used when determining the most appropriate and least restrictive response to a violation of a child of the terms and



conditions of his or her parole. **Section 26** requires, among other things, the Youth Parole Bureau to create a sliding scale of offenses based on the severity of the violation. **Section 28** of this bill requires the juvenile court to consider the policies and procedures adopted by the Youth Parole Bureau pursuant to **section 26** and consider the adherence of the Youth Parole Bureau to such policies and procedures when determining whether to suspend, modify or revoke the parole of a child. **Section 29** of this bill prohibits the Chief of the Youth Parole Bureau from recommending to the juvenile court that a child's parole be revoked unless: (1) the child poses a risk to public safety; or (2) the other responses set forth in the policies and procedures adopted by the Youth Parole Bureau pursuant to **section 26** would not be appropriate for the child.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets **[omitted material]** is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 62A of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 12, inclusive, of this act.

Sec. 2. ***“Commission” means the Juvenile Justice Oversight Commission established by section 4 of this act.***

Sec. 2.5. ***“Committee” means the Advisory Committee to the Commission established by section 4.5 of this act.***

Sec. 3. ***“Department of juvenile services” means the entity designated pursuant to chapter 62G of NRS to administer the provision of services relating to the delinquency of children.***

Sec. 4. ***1. The Juvenile Justice Oversight Commission is hereby established.***

2. The Commission consists of the Governor or his or her designee and 25 members appointed by the Governor. The Governor shall appoint to the Commission:

(a) Two members nominated by the Senate, who are not members of the Senate or public officers.

(b) Two members nominated by the Assembly, who are not members of the Assembly or public officers.

(c) Two members nominated by the Supreme Court, who are not judges, justices or public officers.

(d) The Administrator of the Division of Child and Family Services or his or her designee.

(e) The Deputy Administrator of Juvenile Services of the Division of Child and Family Services or his or her designee.

(f) Three members who are directors of juvenile services, one each of whom must represent a county whose population:

(1) Is less than 100,000.



(2) Is 100,000 or more but less than 700,000.
(3) Is 700,000 or more.

(g) Two members who are district attorneys.
(h) Two members who are public defenders.
(i) One member who is a representative of a law enforcement agency.
(j) Two members who are representatives of a nonprofit organization which provides programs to prevent juvenile delinquency.
(k) One member who is a volunteer who works with children who have been adjudicated delinquent.

(l) Six members who are under the age of 24 years at the time of appointment.

3. At least three of the persons appointed to the Commission pursuant to subsection 2 must be persons who are currently or were formerly subject to the jurisdiction of the juvenile court.

4. Each appointed member serves a term of 2 years. Members may be reappointed for additional terms of 2 years in the same manner as the original appointments. Any vacancy occurring in the membership of the Commission must be filled in the same manner as the original appointment not later than 30 days after the vacancy occurs. Nine of the initial members of the Commission who are appointed pursuant to subsection 2 must be appointed to an initial term of 1 year. Each member of the Commission continues in office until his or her successor is appointed.

5. The members of the Commission serve without compensation but are entitled to receive the per diem allowance and travel expenses provided for state officers and employees generally.

6. A majority of the members of the Commission constitutes a quorum for the transaction of business, and a majority of a quorum present at any meeting is sufficient for any official action taken by the Commission.

7. A member of the Commission who is an officer or employee of this State or a political subdivision of this State must be relieved from his or her duties without loss of regular compensation to prepare for and attend meetings of the Commission and perform any work necessary to carry out the duties of the Commission in the most timely manner practicable. A state agency or political subdivision of this State shall not require an officer or employee who is a member of the Commission to:



(a) Make up the time he or she is absent from work to carry out his or her duties as a member of the Commission; or

(b) Take annual leave or compensatory time for the absence.

8. At the first meeting of the Commission and annually thereafter:

(a) The Governor shall appoint a Chair of the Commission;

(b) The Commission shall elect a Secretary from among its members; and

(c) The Commission shall adopt rules for its own management and government.

9. The Commission shall:

(a) Hold its first meeting within 60 days after all the initial appointments to the Commission are made pursuant to subsection 2; and

(b) Meet at least once every 4 months and may meet at such further times as deemed necessary by the Chair.

10. As used in this section, "public officer" has the meaning ascribed to it in NRS 205.4627.

Sec. 4.5. 1. The Advisory Committee to the Commission is hereby established.

2. The Committee consists of six members appointed by the Governor. The Governor shall appoint:

(a) Two members of the Senate, one of whom must be from the majority political party and one of whom must be from the minority political party.

(b) Two members of the Assembly, one of whom must be from the majority political party and one of whom must be from the minority political party.

(c) Two members who are judges of a juvenile court.

3. The Committee shall make recommendations concerning any duties assigned to the Commission.

4. Each appointed member serves a term of 2 years. Members may be reappointed for additional terms of 2 years in the same manner as the original appointments. Any vacancy occurring in the membership of the Committee must be filled in the same manner as the original appointment not later than 30 days after the vacancy occurs.

5. The members of the Committee serve without compensation but are entitled to receive the per diem allowance and travel expenses provided for state officers and employees generally.

6. A majority of the members of the Committee constitutes a quorum for the transaction of business, and a majority of a



quorum present at any meeting is sufficient for any official action taken by the Commission.

Sec. 5. In addition to the duties set forth in sections 6 and 7 of this act, the Commission shall:

1. On or before July 1, 2018, establish a uniform procedure for the Division of Child and Family Services, the Youth Parole Bureau and each department of juvenile services to use for developing performance measures to determine the effectiveness of the juvenile justice system, including, without limitation, performance measures for juvenile court referrals and dispositions, supervision of a child subject to the jurisdiction of the juvenile court, services provided by agencies which provide juvenile justice services and rates of recidivism.

2. On or before July 1, 2018, establish standard procedures for measuring outcomes for a child subject to the jurisdiction of the juvenile court, including, without limitation, standard procedures for measuring and reporting rates of recidivism in accordance with NRS 62H.200, and define any necessary terms.

3. On or before January 1, 2018, select:

(a) A validated risk assessment tool that uses a currently accepted standard of assessment to assist the juvenile court, the Division of Child and Family Services and departments of juvenile services in determining the appropriate actions to take for each child subject to the jurisdiction of the juvenile court; and

(b) A validated mental health screening tool that uses a currently accepted standard of assessment to determine the appropriate actions to take for each child in need of supervision pursuant to this title.

4. Contract with a qualified vendor or provider of technical assistance to assist the Division of Child and Family Services and each department of juvenile services with the implementation of the validated risk assessment tool. Such assistance must include, without limitation, employee training, policy development and the establishment of quality assurance protocols.

Sec. 6. 1. The Commission shall develop a 5-year strategic plan that establishes policies and procedures for the Division of Child and Family Services and each department of juvenile services relating to the use of evidence-based practices in providing services to children subject to the jurisdiction of the juvenile court. The plan must include, without limitation:

(a) Uniform standards that an evidence-based practice or program must follow, including, without limitation, model programs, staffing requirements and quality assurance protocols;



(b) Strategies, including, without limitation, measurable goals, timelines and responsible parties, to enhance the capacity of the Division of Child and Family Services and each department of juvenile services to:

(1) Comply with the evidence-based standards developed by the Commission; and

(2) Partner with treatment providers that offer evidence-based programs for the treatment of children subject to the jurisdiction of the juvenile court;

(c) A requirement for the collection and reporting of data to the Commission by each department of juvenile services relating to the programs offered and services rendered by each department; and

(d) Protocols for improvement and corrective action for:

(1) A department of juvenile services that does not comply with the reporting requirements established pursuant to paragraph (c); and

(2) A treatment provider that does not comply with the evidence-based standards established by the Commission.

2. The Division of Child and Family Services shall adopt regulations to implement the provisions of the strategic plan developed pursuant to subsection 1.

3. On or before July 1, 2018, and every 5 years thereafter, the Commission shall submit the strategic plan developed pursuant to subsection 1 to the Director of the Legislative Counsel Bureau for transmittal to the next regular session of the Legislature.

Sec. 7. 1. The members of the Commission shall conduct an annual quality assurance review of each state facility for the detention of children and regional facility for the treatment and rehabilitation of children. Each review must use a validated service assessment tool, selected by the Commission, which includes, without limitation:

(a) An analysis of the facility's service delivery;

(b) A review of the facility's case management procedures;

(c) A review of the facility's policies on supervision and behavior management of children placed in the facility; and

(d) An analysis of the facility's procedures relating to the release of children from the jurisdiction of the juvenile court.

2. Before conducting a review pursuant to subsection 1, a member of the Commission must receive training on the use of the validated service assessment tool selected by the Commission pursuant to subsection 1.



3. The members of the Commission who conduct a review pursuant to subsection 1 shall share the results of the review and recommendations for improvement with the facility and the Division of Child and Family Services or a local department of juvenile services.

4. A facility shall develop a facility improvement plan, in coordination with the Division of Child and Family Services or a local department of juvenile services, if such a plan is required to address any issues raised in the review. Not more than 60 days after receiving the results of the review and recommendations for improvement pursuant to subsection 3, the facility shall submit the facility improvement plan to the Commission. The Commission shall compile all such facility improvement plans and submit the plans to the Governor and to the Director of the Legislative Counsel Bureau with its annual review.

Sec. 8. 1. On or before July 1, 2018, the Division of Child and Family Services and each department of juvenile services shall:

(a) Implement the validated risk assessment tool and the validated mental health screening tool selected by the Commission pursuant to subsection 3 of section 5 of this act; and

(b) Comply with the policies and quality assurance protocols set forth by the qualified vendor or other provider selected to provide technical assistance for the validated risk assessment tool pursuant to subsection 4 of section 5 of this act.

2. The costs of implementing and operating the validated risk assessment tool and the validated mental health screening tool pursuant to subsection 1 must be allocated in the following manner:

(a) In Fiscal Year 2017-2018, the Division of Child and Family Services pays 100 percent of the costs incurred by each department of juvenile services associated with the validated risk assessment tool and the validated mental health screening tool.

(b) In Fiscal Year 2018-2019, the Division of Child and Family Services pays 50 percent of the costs incurred by each department of juvenile services associated with the validated risk assessment tool and the validated mental health screening tool.

(c) In Fiscal Year 2019-2020 and in every subsequent fiscal year, each department of juvenile services is responsible for 100 percent of the costs that the department incurs associated with the validated risk assessment tool and the validated mental health screening tool.



Sec. 9. 1. Except as otherwise provided in subsection 2 and subject to the provisions of subsection 4, the Division of Child and Family Services and each department of juvenile services that receives money from the State, except money received from the State Plan for Medicaid as a benefit for a child subject to the jurisdiction of a juvenile court, must use such money to develop, promote and coordinate evidence-based programs and practices.

2. A department of juvenile services in a county whose population is less than 100,000 must be evaluated for compliance with the requirement set forth in subsection 1 based on the amount of money received from the State, other limitations on resources and the availability of treatment providers in the county.

3. A contract or provider agreement between the Division of Child and Family Services or a department of juvenile services and a treatment provider for the provision of any juvenile services that uses money from the State must require the treatment provider to comply with the evidence-based standards developed by the Commission pursuant to section 6 of this act.

4. The Division of Child and Family Services and each department of juvenile services shall use the following percentages of money received from the State as described in subsection 1 to develop, promote and coordinate evidence-based programs and practices:

- (a) In Fiscal Year 2019-2020, 25 percent.**
- (b) In Fiscal Year 2020-2021, 50 percent.**
- (c) In Fiscal Year 2021-2022, 75 percent.**
- (d) In Fiscal Year 2022-2023 and each subsequent fiscal year, 100 percent.**

Sec. 10. 1. On or before September 1, 2017, the Division of Child and Family Services shall issue a request for proposals to establish an evidence-based program resource center.

2. The evidence-based program resource center shall:

(a) Provide technical assistance to the Division of Child and Family Services, each department of juvenile services and treatment providers to support the implementation and operation of evidence-based programs and practices as set forth in the strategic plan developed by the Commission pursuant to section 6 of this act;

(b) Provide on a statewide basis to persons employed in the juvenile justice system training relating to:

- (I) The use of evidence-based programs and practices; and**



(2) The analysis of quality assurance protocols to ensure such programs meet the evidence-based standards developed by the Commission pursuant to section 6 of this act;

(c) Act as a clearinghouse for information and statewide resources on evidence-based programs and practices for children subject to the jurisdiction of the juvenile court;

(d) Facilitate collaboration among state and local agencies and treatment providers to increase access to such providers; and

(e) Provide support for the assessment of the implementation of evidence-based standards by such state and local agencies.

Sec. 11. *On or before July 1, 2019, and on or before July 1 of every year thereafter, the Division of Child and Family Services shall submit to the Governor, to the Commission and to the Director of the Legislative Counsel Bureau for transmittal to the next regular session of the Legislature, a report detailing the Division's compliance with the evidence-based standards developed by the Commission pursuant to section 6 of this act and an analysis of the data collected based on the performance measures adopted by the Division pursuant to NRS 62H.200.*

Sec. 12. *The Division of Child and Family Services and each department of juvenile services shall develop and implement a family engagement plan to enhance family engagement in the juvenile justice system. The plan must include strategies for:*

1. Increasing the family's contact with a child subject to the jurisdiction of the juvenile court;

2. Engaging family members in the case plan of a child and in planning meetings for the release of the child from the jurisdiction of the juvenile court;

3. Involving family members in the child's treatment; and

4. Soliciting the feedback of family members relating to improvements to the services rendered to children subject to the jurisdiction of the juvenile court.

Sec. 13. NRS 62A.010 is hereby amended to read as follows:

62A.010 As used in this title, unless the context otherwise requires, the words and terms defined in NRS 62A.020 to 62A.350, inclusive, ***and sections 2 and 3 of this act*** have the meanings ascribed to them in those sections.

Sec. 13.2. NRS 62A.280 is hereby amended to read as follows:

62A.280 1. “Regional facility for the ~~detention~~ ***treatment and rehabilitation*** of children” means a regional facility ~~for the detention or commitment of~~ ***which provides court-ordered***



treatment and rehabilitation for children **and** which is administered by or for the benefit of more than one governmental entity.

2. The term includes, but is not limited to:

- (a) The ~~institution~~ **facility** in Clark County known as Spring Mountain Youth Camp;
- (b) The ~~institution~~ **facility** in Douglas County known as China Spring Youth Camp; and
- (c) The ~~institution~~ **facility** in Lyon County known as Western Nevada Regional Youth Facility.

3. The term does not include:

- (a) Any local facility for the detention of children; or
- (b) The Nevada Youth Training Center, the Caliente Youth Center or any state facility for the detention of children.

Sec. 13.3. NRS 62B.130 is hereby amended to read as follows:

62B.130 1. If a child is detained other than pursuant to a court order in a local ~~for regional~~ facility for the detention of children, the county that has detained the child is entitled to reimbursement from the parent or guardian of the child for all money expended by the county for the support of the child during the period of the child's detention.

2. If the parent or guardian of the child fails or refuses to reimburse the county, the board of county commissioners may recover from the parent or guardian, by appropriate legal action, all money due plus interest thereon at the rate of 7 percent per annum.

Sec. 13.4. NRS 62B.140 is hereby amended to read as follows:

62B.140 1. Except as otherwise provided in this subsection, if a child is committed to the custody of a regional facility for the ~~detention~~ **treatment and rehabilitation** of children, the juvenile court may order the county where the child has a legal residence to pay the expenses incurred for the support of the child in an amount equal to any money paid for that purpose by the Division of Child and Family Services. Such an order may not be entered if the county maintains the facility to which the child is committed.

2. The juvenile court may order the parent or guardian of the child to reimburse the county, in whole or in part, for any money expended by the county for the support of the child.

3. This section does not prohibit the juvenile court from providing for the support of the child in any other manner authorized by law.

Sec. 13.5. NRS 62B.150 is hereby amended to read as follows:

62B.150 1. Except as otherwise provided in subsection 6, each county shall pay an assessment for the operation of each regional facility for the ~~detention~~ **treatment and rehabilitation** of



children that is partially supported by the State of Nevada and is operated by a county whose population is less than 700,000.

2. The assessment owed by each county equals the total amount budgeted by the Legislature for the operation of the regional facility, minus any money appropriated by the Legislature for the support of the regional facility, divided by the total number of pupils in this State in the preceding school year, excluding pupils in counties whose population is 700,000 or more, and multiplied by the number of pupils in the assessed county. The Administrator of the Division of Child and Family Services shall calculate the assessment owed by each county in June of each year for the ensuing fiscal year.

3. Each county must pay the assessed amount to the Division of Child and Family Services in quarterly installments that are due the first day of the first month of each calendar quarter.

4. The Administrator of the Division of Child and Family Services shall deposit the money received pursuant to subsection 3 in a separate account in the State General Fund. The money in the account may be withdrawn only by the Administrator for the operation of regional facilities for the ~~detention~~ **treatment and rehabilitation** of children.

5. Revenue raised by a county to pay the assessment required pursuant to subsection 1 is not subject to the limitations on revenue imposed pursuant to chapter 354 of NRS and must not be included in the calculation of those limitations.

6. The provisions of this section do not apply to a county whose population is 700,000 or more.

7. As used in this section, “regional facility for the ~~detention~~ **treatment and rehabilitation** of children” or “regional facility” does not include the ~~institution~~ **facility** in Lyon County known as Western Nevada Regional Youth Center.

Sec. 13.6. NRS 62B.160 is hereby amended to read as follows:

62B.160 1. Except as otherwise provided in subsection 5, each county shall pay an assessment for the operation of a regional facility for the ~~detention~~ **treatment and rehabilitation** of children that serves the county if the regional facility:

(a) Is operated by a county whose population is less than 700,000 or an administrative entity established pursuant to NRS 277.080 to 277.180, inclusive, by counties whose populations are less than 700,000 each;

(b) Is established by two or more counties pursuant to an interlocal agreement or by one county if the regional facility is



operated pursuant to an interlocal agreement to benefit other counties; and

(c) Is not partially supported by the State of Nevada and does not receive money from the State of Nevada other than any fees paid to the regional facility for a child referred to the regional facility by the State of Nevada.

2. The administrator of a regional facility for the ~~detention~~ **treatment and rehabilitation** of children shall calculate the assessment owed by each county pursuant to subsection 1 on or before March 1 of each year for the ensuing fiscal year. The assessment owed by each county equals:

(a) For the first 2 years of operation of the regional facility, the total amount budgeted for the operation of the regional facility by the governing body of the county or other entity responsible for the operation of the regional facility, minus any money received from the State of Nevada to pay for fees for a child referred to the regional facility by the State of Nevada, divided by the total number of pupils in the preceding school year in all counties served by the regional facility and multiplied by the number of pupils in the preceding school year in the assessed county.

(b) For each year subsequent to the second year of operation of the regional facility, unless the counties served by the regional facility enter into an interlocal agreement to the contrary, the total of:

(1) The total amount budgeted for the operation of the regional facility by the governing body of the county or other entity responsible for the operation of the regional facility, minus any money received from the State of Nevada to pay for fees for a child referred to the regional facility by the State of Nevada, divided by the total number of pupils in the preceding school year in all counties served by the regional facility, multiplied by the number of pupils in the preceding school year in the assessed county and multiplied by one-fourth; and

(2) The total amount budgeted for the operation of the regional facility by the governing body of the county or other entity responsible for the operation of the regional facility, minus any money received from the State of Nevada to pay for fees for a child referred to the regional facility by the State of Nevada, divided by the total number of pupils who were served by the regional facility in the preceding school year from all counties served by the regional facility, multiplied by the number of pupils who were served by the regional facility in the preceding school year from the assessed county and multiplied by three-fourths.



3. Each county shall pay the assessment required pursuant to subsection 1 to the treasurer of the county if the regional facility is operated by a county or to the administrative entity responsible for the operation of the regional facility in quarterly installments that are due on the first day of the first month of each calendar quarter. The money must be accounted for separately and may only be withdrawn by the administrator of the regional facility.

4. The board of county commissioners of each county may pay the assessment from revenue raised by a tax levied pursuant to NRS 354.59818, any other available money, or a combination thereof.

5. The provisions of this section do not apply to a county whose population is 700,000 or more.

6. As used in this section, “regional facility for the ~~detention~~ **treatment and rehabilitation** of children” or “regional facility” does not include the ~~institution~~ **facility** in Douglas County known as China Spring Youth Camp.

Sec. 13.7. NRS 62B.215 is hereby amended to read as follows:

62B.215 1. A child who is detained in a local ~~for regional~~ facility for the detention of children **or committed to a regional facility for the treatment and rehabilitation of children** may be subjected to corrective room restriction only if all other less-restrictive options have been exhausted and only for the purpose of:

- (a) Modifying the negative behavior of the child;
- (b) Holding the child accountable for a violation of a rule of the facility; or
- (c) Ensuring the safety of the child, staff or others or ensuring the security of the facility.

2. Any action that results in corrective room restriction for more than 2 hours must be documented in writing and approved by a supervisor.

3. A local ~~for regional~~ facility for the detention of children **or regional facility for the treatment and rehabilitation of children** shall conduct a safety and well-being check on a child subjected to corrective room restriction at least once every 10 minutes while the child is subjected to corrective room restriction.

4. A child may be subjected to corrective room restriction only for the minimum time required to address the negative behavior, rule violation or threat to the safety of the child, staff or others or to the security of the facility, and the child must be returned to the general population of the facility as soon as reasonably possible.

5. A child who is subjected to corrective room restriction for more than 24 hours must be provided:



(a) Not less than 1 hour of out-of-room, large muscle exercise each day, including, without limitation, access to outdoor recreation if weather permits;

(b) Access to the same meals and medical and mental health treatment, the same access to contact with parents or legal guardians, and the same access to legal assistance and educational services as is provided to children in the general population of the facility; and

(c) A review of the corrective room restriction status at least once every 24 hours. If, upon review, the corrective room restriction is continued, the continuation must be documented in writing, including, without limitation, an explanation as to why no other less-restrictive option is available.

6. A local ~~for regional~~ facility for the detention of children *or regional facility for the treatment and rehabilitation of children* shall not subject a child to corrective room restriction for more than 72 consecutive hours.

7. ~~1A~~ *Each* local ~~for regional~~ facility for the detention of children *and regional facility for the treatment and rehabilitation of children* shall report monthly to the Juvenile Justice Programs Office of the Division of Child and Family Services the number of children who were subjected to corrective room restriction during that month and the length of time that each child was in corrective room restriction. Any incident that resulted in the use of corrective room restriction for 72 consecutive hours must be addressed in the monthly report, and the report must include the reason or reasons any attempt to return the child to the general population of the facility was unsuccessful.

8. As used in this section, “corrective room restriction” means the confinement of a child to his or her room as a disciplinary or protective action and includes, without limitation:

- (a) Administrative seclusion;
- (b) Behavioral room confinement;
- (c) Corrective room rest; and
- (d) Room confinement.

Sec. 13.8. NRS 62C.035 is hereby amended to read as follows:

62C.035 1. Each child who is taken into custody by a peace officer or probation officer and detained in a local facility for the detention of children ~~for a regional facility for the detention of children~~ while awaiting a detention hearing pursuant to NRS 62C.040 or 62C.050 must be screened to determine whether the child is in need of mental health services or is an abuser of alcohol or drugs.



2. The facility in which the child is detained shall cause the screening required pursuant to subsection 1 to be conducted as soon as practicable after the child has been detained in the facility.

3. The method for conducting the screening required pursuant to subsection 1 must satisfy the requirements of NRS 62E.516.

Sec. 14. Chapter 62E of NRS is hereby amended by adding thereto the provisions set forth as sections 14.5 to 17, inclusive, of this act.

Sec. 14.5. *Before the juvenile court commits a delinquent child to the custody of a state facility for the detention of children, the court must find that:*

1. Appropriate alternatives that could satisfactorily meet the needs of the child do not exist in the community or were previously used to attempt to meet such needs and proved unsuccessful; and

2. The child poses a public safety risk based on the child's risk of reoffending, as determined by a risk assessment conducted pursuant to section 15 of this act, any history of delinquency and the seriousness of the offense committed by the child.

Sec. 15. 1. Beginning on the date selected by the Commission for implementation of the requirement for use of the validated risk assessment tool and the validated mental health screening tool selected pursuant to section 5 of this act, before the disposition of a case involving a child who is adjudicated delinquent, the department of juvenile services shall conduct a validated risk assessment and validated mental health screening on the child, using the tools selected by the Commission. If the mental health screening indicates that the child is in need of a full mental health assessment, the department of juvenile services shall, to the extent money is available, provide for a full mental health assessment of the child.

2. The department of juvenile services shall prepare a report on the results of the risk assessment, mental health screening and, if applicable, the full mental health assessment conducted pursuant to subsection 1. The report must be included in the child's file and provided to all parties to the case. The report must identify the child's risk to reoffend and provide a recommendation for the type of supervision and services that the child needs.

3. The juvenile court shall use the report created pursuant to subsection 2 to assist the juvenile court in determining the disposition of the child's case.

Sec. 16. 1. The department of juvenile services shall develop a written individualized case plan for each child placed under the supervision of the juvenile court pursuant to a



supervision and consent decree, placed under the informal supervision of a probation officer pursuant to NRS 62C.200 or committed to a regional facility for the treatment and rehabilitation of children. In developing such a case plan, the department of juvenile services must use, without limitation:

(a) The results of the risk assessment and mental health screening conducted pursuant to section 15 of this act;

(b) The trauma, if any, experienced by the child;

(c) The education level of the child;

(d) The seriousness of the offense committed by the child; and

(e) Any relevant information provided by the family of the child.

2. A case plan developed pursuant to subsection 1 must:

(a) Address the risks the child presents and the service needs of the child based on the results of the risk assessment and mental health screening conducted pursuant to section 15 of this act;

(b) Specify the level of supervision and intensity of services that the child needs;

(c) Provide referrals to treatment providers that may address the child's risks and needs;

(d) Be developed in consultation with the child's family or guardian, as appropriate;

(e) Specify the responsibilities of each person or agency involved with the child; and

(f) Provide for the full reentry of the child into the community.

3. In addition to the requirements of subsection 2, if a child is committed to a regional facility for the treatment and rehabilitation of children, the child's case plan must:

(a) Identify the projected length of stay and release criteria based on a risk assessment conducted pursuant to section 15 of this act, the seriousness of the offense committed by the child and treatment progress;

(b) Include a comprehensive plan for complete reentry of the child into the community; and

(c) Be reviewed at least once every 3 months by the department of juvenile services.

4. A reentry plan developed pursuant to subsection 3 must include, without limitation:

(a) A detailed description of the education, counseling and treatment provided to the child;

(b) A proposed plan for the continued education, counseling and treatment of the child upon his or her release;



(c) A proposed plan for the provision of any supervision or services necessary for the transition of the child; and

(d) A proposed plan for any engagement of the child's family or guardian.

5. The department of juvenile services must update a child's case plan at least once every 6 months, or when significant changes in the child's treatment occur, by conducting another risk assessment and mental health screening using the tools selected by the Commission pursuant to section 5 of this act.

6. A reentry planning meeting must be held at least 30 days before a child's scheduled release from a regional facility for the treatment and rehabilitation of children. As appropriate, based on the child's case plan, the meeting should be attended by:

(a) The child;

(b) A family member or the guardian of the child;

(c) The child's probation officer;

(d) Members of the staff of the regional facility for the treatment and rehabilitation of children; and

(e) Any treatment providers of the child.

Sec. 17. 1. The Division of Child and Family Services shall consider, without limitation, the results of a validated risk assessment, a validated mental health screening and, if applicable, a full mental health assessment conducted pursuant to section 15 of this act to make decisions concerning the placement of the child. The Division may consider the results of a risk and needs assessment of the child that was conducted by a local department of juvenile services if the assessment was conducted within the immediately preceding 6 months and no significant changes have occurred relating to the child's case.

2. The Division of Child and Family Services shall develop a length of stay matrix and establish release criteria for a state facility for the detention of children that are based on a child's risk of reoffending, as determined by the risk assessment for the child, the seriousness of the act for which the child was adjudicated delinquent and the child's progress in meeting treatment goals. In making release and discharge decisions, the Division shall use the matrix and release criteria developed pursuant to this subsection.

3. The Division of Child and Family Services shall develop a written individualized case plan for each child committed to the custody of the Division pursuant to NRS 62E.520. In developing such a case plan, the Division must use, without limitation:



- (a) The results of the risk assessment, mental health screening and any full mental health assessment conducted pursuant to section 15 of this act;*
- (b) The trauma, if any, experienced by the child;*
- (c) The education level of the child;*
- (d) The seriousness of the offense committed by the child;*
- (e) The child's progress in meeting treatment goals; and*
- (f) Any relevant information provided by the family of the child.*

4. *A case plan developed pursuant to subsection 3 must:*

- (a) Address the risks the child presents and the service needs of the child based on the results of the risk assessment, mental health screening and any full mental health assessment conducted pursuant to section 15 of this act;*
- (b) Specify the level of supervision and services that the child needs;*
- (c) Provide referrals to treatment providers that may address the child's risks and needs;*
- (d) Be developed in consultation with the child's family or guardian, as appropriate;*
- (e) Specify the responsibilities of each person or agency involved with the child; and*
- (f) Provide for the full reentry of the child into the community.*

5. *In addition to the requirements of subsection 4, if a child is committed to a state facility for the detention of children, the child's case plan must:*

- (a) Include a comprehensive plan for complete reentry of the child into the community; and*
- (b) Be reviewed at least once every 3 months by the Division of Child and Family Services.*

6. *A reentry plan developed pursuant to subsection 5 must include, without limitation:*

- (a) A detailed description of the education, counseling and treatment provided to the child;*
- (b) A proposed plan for the continued education, counseling and treatment of the child upon his or her release;*
- (c) A proposed plan for the provision of any supervision or services necessary for the transition of the child; and*
- (d) A proposed plan for any engagement of the child's family or guardian.*

7. *The Division of Child and Family Services must update a child's case plan at least once every 6 months, or when significant changes in the child's treatment occur, by conducting another risk*



assessment and mental health screening using the tools selected by the Commission pursuant to section 5 of this act.

8. A reentry planning meeting must be held at least 30 days before a child's scheduled release from a state facility for the detention of children. As appropriate, based on the child's case plan, the meeting should be attended by:

- (a) The child;*
- (b) A family member or the guardian of the child;*
- (c) The child's youth parole counselor;*
- (d) The superintendent of the state facility for the detention of children; and*

(e) Any treatment providers of the child.

Sec. 18. NRS 62E.110 is hereby amended to read as follows:
62E.110 1. Except as otherwise provided in this chapter, the juvenile court may:

(a) Place a child in the custody of a suitable person for supervision in the child's own home or in another home; ~~for~~

(b) Commit the child to the custody of a public or private institution or agency authorized to care for children ~~for~~; or

(c) Commit the child to the custody of the Division of Child and Family Services pursuant to NRS 62E.520.

2. If the juvenile court places the child under supervision in a home:

(a) The juvenile court may impose such conditions as the juvenile court deems proper; and

(b) The program of supervision in the home may include electronic surveillance of the child.

3. If the juvenile court commits the child to the custody of a public or private institution or agency ~~for~~ *other than the Division of Child and Family Services*, the juvenile court shall select one that is required to be licensed by:

(a) The Department of Health and Human Services to care for such children; or

(b) If the institution or agency is in another state, the analogous department of that state.

4. Before committing a child to a public or private institution or agency in another state, the juvenile court must find that:

(a) No public or private institution or agency in this State met the needs of the child or that such an institution or agency had previously attempted to meet such needs and proved unsuccessful; and



(b) Reasonable efforts had been made to consult with public or private institutions and agencies in this State to place or commit the child in this State, and that those efforts had failed.

Sec. 19. NRS 62E.500 is hereby amended to read as follows:

62E.500 1. The provisions of NRS 62E.500 to 62E.730, inclusive ~~14~~, *and sections 14.5 to 17, inclusive, of this act:*

(a) Apply to the disposition of a case involving a child who is adjudicated delinquent.

(b) Except as otherwise provided in NRS 62E.700 and 62E.705, do not apply to the disposition of a case involving a child who is found to have committed a minor traffic offense.

2. If a child is adjudicated delinquent:

(a) The juvenile court may issue any orders or take any actions set forth in NRS 62E.500 to 62E.730, inclusive, *and sections 14.5 to 17, inclusive, of this act* that the juvenile court deems proper for the disposition of the case; and

(b) If required by a specific statute, the juvenile court shall issue the appropriate orders or take the appropriate actions set forth in the statute.

Sec. 20. NRS 62E.513 is hereby amended to read as follows:

62E.513 1. Each child who is adjudicated delinquent and committed by the juvenile court to a regional facility for the ~~detention~~ *treatment and rehabilitation* of children or state facility for the detention of children or ordered by the juvenile court to be placed in a facility for the detention of children pursuant to NRS 62E.710 must be screened to determine whether the child is in need of mental health services or is an abuser of alcohol or drugs ~~14~~ *once every 6 months or when significant changes to the child's case plan developed pursuant to section 16 or 17 of this act, as applicable, are made.*

2. The facility to which the child is committed or in which the child is placed shall cause the screening required pursuant to subsection 1 to be conducted as soon as practicable after the child has been committed to or placed in the facility.

3. The method for conducting the screening required pursuant to subsection 1 must satisfy the requirements of NRS 62E.516.

Sec. 21. NRS 62E.516 is hereby amended to read as follows:

62E.516 1. Each local facility for the detention of children ~~and regional facility for the detention of children~~ shall conduct the screening required pursuant to NRS 62C.035 ~~and 62E.513~~ using a method that has been approved by the Division of Child and Family Services. The Division shall approve a method upon determining that the method is:



(a) Based on research; and

(b) Reliable and valid for identifying a child who is in need of mental health services or who is an abuser of alcohol or other drugs.

2. Each local facility for the detention of children ~~and regional facility for the detention of children~~ shall submit its method for conducting the screening required pursuant to NRS 62C.035 ~~and 62E.513~~ to the Division of Child and Family Services for approval on or before July 1 of each fifth year after the date on which the method was initially approved by the Division. Before a local facility for the detention of children ~~for regional facility for the detention of children~~ may begin using a new method for conducting the screening required pursuant to NRS 62C.035, ~~and 62E.513~~, the facility must obtain approval of the method from the Division pursuant to subsection 1.

3. If the Division of Child and Family Services does not approve a method for conducting the screening required pursuant to NRS 62C.035 ~~and 62E.513~~ that is submitted by a local facility for the detention of children, ~~for a regional facility for the detention of children~~, and the facility does not submit a new method for conducting the screening for approval within 90 days after the denial, the Division of Child and Family Services shall notify the appropriate board of county commissioners or other governing body which administers the facility and the chief judge of the appropriate judicial district that the facility has not received approval of its method for conducting the screening as required by this section.

4. Upon receiving the notice required by subsection 3, the appropriate board of county commissioners or governing body and the chief judge shall take appropriate action to ensure that the facility complies with the requirements of this section and NRS 62C.035. ~~and 62E.513.~~

5. *Each regional facility for the treatment and rehabilitation of children shall conduct the screening required pursuant to NRS 62E.513 using the assessment tool that has been approved by the Commission pursuant to section 5 of this act.*

6. Each state facility for the detention of children shall use ~~a method~~ *the assessment tool* for conducting the screening required pursuant to NRS 62E.513 ~~that satisfies~~ *selected by* the ~~requirements of paragraphs (a) and (b)~~ *Commission pursuant to section 5* of ~~subsection 1~~. The Division of Child and Family Services shall review the method used by each state facility for the ~~detention of children~~ at least once every 5 years to ensure the ~~method used by the facility continues to satisfy the requirements of paragraphs (a) and (b) of subsection 1~~.



~~—6.]~~ *this act.*

7. The Division of Child and Family Services shall adopt such regulations as are necessary to carry out the provisions of this section and NRS 62C.035 and 62E.513, including, without limitation, regulations prescribing the requirements for:

(a) Transmitting information obtained from the screening conducted pursuant to NRS 62C.035 and 62E.513; and

(b) Protecting the confidentiality of information obtained from such screening.

Sec. 21.5. NRS 62E.520 is hereby amended to read as follows:

62E.520 1. The juvenile court may commit a delinquent child to the custody of the Division of Child and Family Services for ~~unsuitable~~ placement *in a correctional or institutional facility* if:

(a) The child is at least 8 years of age but less than 12 years of age, and the juvenile court finds that the child is in need of placement in a correctional or institutional facility; or

(b) The child is at least 12 years of age but less than 18 years of age, and the juvenile court finds that the child:

(1) Is in need of placement in a correctional or institutional facility; ~~and~~ or

(2) Is in need of residential psychiatric services or other residential services for the mental health of the child.

2. Before the juvenile court commits a delinquent child to the custody of the Division of Child and Family Services, the juvenile court shall:

(a) Notify the Division at least 3 working days before the juvenile court holds a hearing to consider such a commitment; and

(b) At the request of the Division, provide the Division with not more than 10 working days within which to:

(1) Investigate the child and the circumstances of the child; and

(2) Recommend a suitable placement to the juvenile court.

Sec. 22. Chapter 62H of NRS is hereby amended by adding thereto a new section to read as follows:

1. The Division of Child and Family Services shall annually analyze the information submitted to the Division pursuant to NRS 62H.210 to determine:

(a) Juvenile justice system trends, including, without limitation, referrals to the juvenile justice system, diversion and disposition of cases, levels of supervision provided to children, placement of children and programs and services offered to children;



(b) Whether children of racial or ethnic minorities or children from economically disadvantaged backgrounds are receiving disparate treatment in the juvenile justice system;

(c) The effectiveness of the different levels of supervision in the juvenile justice system;

(d) The effectiveness of services provided by the juvenile justice system, including, without limitation, the effectiveness of the evidence-based standards developed by the Commission pursuant to section 6 of this act; and

(e) The rates of recidivism for children either supervised by local juvenile probation departments or committed to the Division.

2. On or before January 31 of each year, the Division shall submit to the Governor and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report detailing the information compiled pursuant to subsection 1.

Sec. 23. NRS 62H.025 is hereby amended to read as follows:

62H.025 1. Juvenile justice information is confidential and may only be released in accordance with the provisions of this section or as expressly authorized by other federal or state law.

2. For the purpose of ensuring the safety, permanent placement, rehabilitation, educational success and well-being of a child or the safety of the public, a juvenile justice agency may release juvenile justice information to:

(a) A director of juvenile services or his or her designee;

(b) The Chief of the Youth Parole Bureau or his or her designee;

*(c) **The Chief Parole and Probation Officer or his or her designee;***

*(d) **The Director of the Department of Corrections or his or her designee;***

(e) A district attorney or his or her designee;

~~*(f)*~~ *An attorney representing the child;*

~~*(g)*~~ ***The director, chief or sheriff of a state or local law enforcement agency or his or her designee;***

*(h) The director of a state *or local* agency which administers juvenile justice or his or her designee;*

~~*(i)*~~ *A director of a state ~~or regional~~ or local facility for the detention of children *or regional facility for the treatment and rehabilitation of children* or his or her designee;*

~~*(j)*~~ *The director of an agency which provides child welfare services or his or her designee;*

~~*(k)*~~ ***The director of an agency which provides mental health services or his or her designee;***



(l) A guardian ad litem or court appointed special advocate who represents the child;

~~(m)~~ **(m)** A parent or guardian of the child;

~~(n)~~ **(n)** The child to whom the juvenile justice information pertains if the child has reached the age of majority, or a person who presents a release that is signed by the child who has reached the age of majority and which specifies the juvenile justice information to be released and the purpose for the release;

~~(o)~~ **(o)** A school district, if the juvenile justice agency and the school district have entered into a written agreement to share juvenile justice information for a purpose consistent with the purposes of this section;

~~(p)~~ **(p)** A person or organization who has entered into a written agreement with the juvenile justice agency to provide assessments or juvenile justice services;

~~(q)~~ **(q)** A person engaged in bona fide research that may be used to improve juvenile justice services or secure additional funding for juvenile justice services if the juvenile justice information is provided in the aggregate and without any personal identifying information; or

~~(r)~~ **(r)** A person who is authorized by a court order to receive the juvenile justice information, if the juvenile justice agency was provided with notice and opportunity to be heard before the issuance of the order.

3. A juvenile justice agency may deny a request for juvenile justice information if:

(a) The request does not, in accordance with the purposes of this section, demonstrate good cause for the release of the information; or

(b) The release of the information would cause material harm to the child or would prejudice any court proceeding to which the child is subject.

→ A denial pursuant to this subsection must be made in writing to the person requesting the information not later than 5 business days after receipt of the request.

4. Any juvenile justice information provided pursuant to this section may not be used to deny a child access to any service for which the child would otherwise be eligible, including, without limitation:

- (a) Educational services;
- (b) Social services;
- (c) Mental health services;
- (d) Medical services; or



(e) Legal services.

5. Except as otherwise provided in this subsection, any person who is provided with juvenile justice information pursuant to this section and who further disseminates the information or makes the information public is guilty of a gross misdemeanor. This subsection does not apply to:

(a) A district attorney who uses the information solely for the purpose of initiating legal proceedings; or

(b) A person or organization described in subsection 2 who provides a report concerning juvenile justice information to a court or other party pursuant to this title or chapter 432B of NRS.

6. As used in this section:

(a) “Juvenile justice agency” means the Youth Parole Bureau or a director of juvenile services.

(b) “Juvenile justice information” means any information which is directly related to a child in need of supervision, a delinquent child or any other child who is otherwise subject to the jurisdiction of the juvenile court.

Sec. 24. NRS 62H.200 is hereby amended to read as follows:

62H.200 1. The Division of Child and Family Services shall:

(a) Establish a standardized system for the reporting, collection, analysis, maintenance and retrieval of information concerning juvenile justice in this State.

(b) Be responsible for the retrieval and analysis of the categories of information contained in the standardized system and the development of any reports from that information.

(c) Adopt such regulations as are necessary to carry out the provisions of this section, including requirements for the transmittal of information to the standardized system from the juvenile courts, local juvenile probation departments and the staff of the youth correctional services, as directed by the Department of Health and Human Services.

(d) Adopt such regulations as are necessary to implement the performance measures and evidence-based standards developed by the Commission pursuant to sections 5 and 6 of this act.

2. Each juvenile court and local juvenile probation department and the staff of the youth correctional services, as directed by the Department of Health and Human Services, shall comply with the regulations adopted pursuant to this section.

3. The Division of Child and Family Services may withhold state money from a juvenile court or department of juvenile services that does not comply with the regulations adopted



pursuant to this section. Before any money is withheld, the Division shall:

(a) Notify the department of juvenile services of the specific provisions of the regulations adopted pursuant to this section with which the department is not in compliance;

(b) Require the department of juvenile services to submit a corrective action plan to the Division within 60 days after receiving such a notice of noncompliance; and

(c) If the department of juvenile services does not submit or adhere to a corrective action plan, notify the department that money will be withheld and specify the amount thereof.

Sec. 25. NRS 62H.210 is hereby amended to read as follows:

62H.210 1. Except as otherwise provided in subsection 3, the standardized system established pursuant to NRS 62H.200 must collect, categorize and maintain the following information from the juvenile courts, local juvenile probation departments, *the staff of regional facilities for the treatment and rehabilitation of children* and the staff of the youth correctional services, as directed by the Department of Health and Human Services, regarding each child referred to the system of juvenile justice in this State:

(a) ~~A unique number~~ *Any unique identifying information* assigned to the child; ~~for identification;~~

(b) Basic demographic information regarding the child, including, but not limited to:

(1) The age, sex and race or other ethnic background of the child;

(2) The composition of the household in which the child resides; and

(3) The economic *and educational* background of the child;

(c) The charges for which the child is referred ~~H~~, *including, without limitation, any charges of violations of probation or parole;*

(d) The dates of any detention of the child;

(e) The nature of the disposition of each referral of the child;

(f) The dates any petitions are filed regarding the child, and the charges set forth in those petitions; ~~and~~

(g) The disposition of any petitions filed regarding the child, including any applicable findings ~~H~~;

(h) The assessed risks and needs of the child;

(i) The supervision of the child, including, without limitation, whether the child was placed in a residential facility; and

(j) Any programs and services provided to the child.



2. In addition to the information required pursuant to subsection 1 and except as otherwise provided in subsection 3, the Department of Health and Human Services shall require the staff of *regional facilities for the treatment and rehabilitation of children and the staff of* the youth correctional services to collect and transmit the following information to the standardized system regarding each child committed to or otherwise placed in the custody of the Division of Child and Family Services:

(a) A record of each placement of the child, including, but not limited to, the *location and* period of each placement and the *programs and* services provided to the child during each placement;

(b) *Any disciplinary action taken against the child during the child's placement;*

(c) *Any education or vocational training provided to the child during the child's placement and the educational and employment status of the child after release of the child on parole;*

(d) The dates of each release of the child, including any release of the child on parole;

~~(e)~~ (e) If the child is released on parole, the period of each release and the services provided to the child during each release; and

~~(f)~~ (f) The nature of or reason for each discharge of the child from the custody of the *regional facility for the treatment and rehabilitation of children or the* Division of Child and Family Services.

3. The information maintained in the standardized system must not include the name or address of any person.

Sec. 26. Chapter 63 of NRS is hereby amended by adding thereto a new section to read as follows:

The Youth Parole Bureau shall establish policies and procedures to be used by parole officers and juvenile courts in determining the most appropriate response to a child's violation of the terms and conditions of his or her parole. The policies and procedures must:

1. Establish a sliding scale based on the severity of the violation to determine the appropriate response to the child;

2. Require that a response to a child's violation of the terms and conditions of his or her parole timely take into consideration:

(a) The risk of the child to reoffend, as determined by the results of a risk and needs assessment;

(b) The previous history of violations of the child;

(c) The severity of the current violation of the child;

(d) The child's case plan; and



(e) The previous responses by the child to past violations; and
3. Include incentives that encourage compliance with the terms and conditions of a child's parole.

Sec. 27. NRS 63.715 is hereby amended to read as follows:

63.715 1. A county that receives approval to carry out the provisions of NRS 63.700 to 63.780, inclusive, *and section 26 of this act* and an exemption from the assessment imposed pursuant to NRS 62B.165 shall:

(a) Carry out the provisions of NRS 63.700 to 63.780, inclusive ~~H, and section 26 of this act;~~ and

(b) Appoint a person to act in the place of the Chief of the Youth Parole Bureau in carrying out those provisions.

2. When a person is appointed by the county to act in the place of the Chief of the Youth Parole Bureau pursuant to subsection 1, the person so appointed shall be deemed to be the Chief of the Youth Parole Bureau for the purposes of NRS 63.700 to 63.780, inclusive ~~H, and section 26 of this act.~~

Sec. 28. NRS 63.770 is hereby amended to read as follows:

63.770 1. A petition may be filed with the juvenile court to request that the parole of a child be suspended, modified or revoked.

2. Pending a hearing, the juvenile court may order that the child be held in the local ~~for regional~~ facility for the detention of children ~~H or committed to the regional facility for the treatment and rehabilitation of children.~~

3. If the child is held in a local ~~for regional~~ facility for the detention of children *or committed to a regional facility for the treatment and rehabilitation of children* pending a hearing, the Youth Parole Bureau may pay all actual and reasonably necessary costs for the confinement of the child in the local ~~for regional~~ facility *or the commitment of the child to the regional facility* to the extent that money is available for that purpose.

4. If requested, the juvenile court shall allow the child reasonable time to prepare for the hearing.

5. The juvenile court shall render a decision within 10 days after the conclusion of the hearing.

6. The juvenile court shall consider the policies and procedures adopted by the Youth Parole Bureau pursuant to section 26 of this act and, in determining whether to suspend, modify or revoke the parole of the child, consider the adherence of the Youth Parole Bureau to such policies and procedures.

Sec. 29. NRS 63.780 is hereby amended to read as follows:

63.780 1. *The Chief of the Youth Parole Bureau may recommend to the juvenile court that a child's parole be revoked*



and that the child be committed to a facility only if the Chief or his or her designee has determined that:

(a) The child poses a risk to public safety, and the policies and procedures adopted by the Youth Parole Bureau pursuant to section 26 of this act recommend such a revocation; or

(b) The other responses set forth in such policies and procedures would not be appropriate for the child.

2. The Chief of the Youth Parole Bureau may **not** recommend to the juvenile court that a child's parole be revoked and that the child be committed to a facility ~~unless~~ if the superintendent of the facility determines that:

~~1.~~ (a) There is not adequate room or resources in the facility to provide the necessary care;

~~2.~~ (b) There is not adequate money available for the support of the facility; or

~~3.~~ (c) The child is not suitable for admission to the facility.

Sec. 29.5. NRS 354.557 is hereby amended to read as follows:

354.557 "Regional facility" means a facility that is used by each county that levies a tax ad valorem for its operation pursuant to NRS 354.59818 and provides services related to public safety, health or criminal justice. The term includes a regional facility for the ~~detention~~ **treatment and rehabilitation** of children for which an assessment is paid pursuant to NRS 62B.160.

Sec. 30. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

Sec. 31. The provisions of subsection 1 of NRS 218D.380 do not apply to any provision of this act which adds or revises a requirement to submit a report to the Legislature.

Sec. 32. The Governor shall appoint the members of the Juvenile Justice Oversight Commission established by section 4 of this act and the Advisory Committee to the Commission established by section 4.5 of this act on or before September 1, 2017.

Sec. 33. NRS 62H.230 is hereby repealed.

Sec. 34. 1. This section and sections 1 to 32, inclusive, of this act become effective on July 1, 2017.

2. Section 33 of this act becomes effective on July 1, 2018.



Assembly Bill No. 180—Assemblymen Monroe-Moreno; Bilbray-Axelrod, Brooks, Cohen, Frierson, McCurdy II, Miller, Ohrenschall, Thompson and Yeager

CHAPTER.....

AN ACT relating to juvenile justice; enacting the Juvenile Justice Bill of Rights; providing certain rights to children who are detained in a detention facility; requiring notice of those rights to be provided to children who are detained and to certain other persons, and that such notice be posted in certain locations; establishing a procedure for children to report alleged violations of those rights; requiring detention facilities to establish policies concerning certain medication given to children who are detained; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

This bill enacts the Juvenile Justice Bill of Rights. **Section 5** of this bill sets forth certain rights of children who are detained in a detention facility. **Section 6** of this bill requires a detention facility in which a child is detained to: (1) inform the child of the rights set forth in **section 5**; (2) provide the child and, if practicable, the parent or guardian of the child with a written copy of those rights; and (3) post a written copy of those rights in a conspicuous place inside the detention facility. **Section 7** of this bill authorizes a detention facility to place reasonable restrictions on the rights of a child based upon the time, place and manner of the child's exercise of those rights if such restrictions are necessary to preserve order, security or safety. **Section 8** of this bill authorizes a child who believes that his or her rights have been violated to raise and redress a grievance. **Section 8.5** of this bill requires each detention facility to establish appropriate policies to ensure that children who are detained in the detention facility have timely access to clinically appropriate psychotropic medication. **Sections 9-11** of this bill make conforming changes.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~is omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 62A of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 8.5, inclusive, of this act.

Sec. 2. *“Agency which provides child welfare services” has the meaning ascribed to it in NRS 432B.030.*

Sec. 3. *Sections 3 to 8.5, inclusive, of this act may be cited as the Juvenile Justice Bill of Rights.*

Sec. 4. *As used in sections 3 to 8.5, inclusive, of this act, “detention facility” includes a:*



1. *Local facility for the detention of children;*
2. *Regional facility for the detention of children; and*
3. *State facility for the detention of children.*

Sec. 5. *Except as otherwise provided in section 7 of this act, a child who is placed in the care and custody of a detention facility within this State has the right:*

1. *To receive information concerning his or her rights set forth in this title.*
2. *To be treated with basic human dignity and respect, without intentional infliction of humiliation.*
3. *To have fair and equal access to services, placement, care, treatment and benefits.*
4. *To a program of education that meets the requirements of law and is appropriate for the developmental maturity of the child.*
5. *To receive adequate, healthy and appropriate food.*
6. *To receive adequate, appropriate and accessible basic necessities, including, without limitation, shelter, clean clothing and personal hygiene products and facilities.*
7. *To have access to necessary medical and behavioral health care services, including, without limitation:*
 - (a) *Dental, vision and mental health services;*
 - (b) *Medical and psychological screening, assessment and testing; and*
 - (c) *Referral to and receipt of medical, emotional, psychological or psychiatric evaluation and treatment as soon as practicable after the need for such services has been identified.*
8. *To be free from:*
 - (a) *Abuse or neglect, as defined in NRS 432B.020.*
 - (b) *Corporal punishment, as defined in NRS 388.478, except the reasonable use of force that is necessary to preserve the order, security or safety of the child, the public, the staff of the detention facility or other children who are detained in the detention facility.*
 - (c) *The administration of psychotropic medication unless the administration is consistent with the policies established pursuant to section 8.5 of this act.*
 - (d) *Discrimination or harassment on the basis of his or her actual or perceived race, ethnicity, ancestry, national origin, color, religion, sex, sexual orientation, gender identity or expression, mental or physical disability or exposure to any communicable disease.*
 - (e) *The deprivation of food, sleep, exercise, education, pillows, blankets or personal hygiene products as a form of punishment or discipline.*



(f) Being searched for the purpose of harassment or as a form of punishment or discipline.

(g) Being restricted from a daily shower, clean clothing, drinking water, a toilet or reading materials relating to the education or detention of the child as a form of punishment or discipline.

9. To have reasonable access and accommodations to participate in religious services of his or her choice when reasonably available on the premises of the detention facility or to refuse to participate in religious services.

10. To communicate with other persons, including, without limitation, the right:

(a) To have regular contact through visits, telephone calls and mail with:

(1) Biological children;

(2) Parents;

(3) Guardians;

(4) Attorneys; and

(5) Other adults with whom the child has established a familial or mentoring relationship, including, without limitation, clergy, caseworkers, teachers, mentors and other persons, upon approval of the detention facility.

(b) To communicate confidentially with:

(1) Any agency which provides child welfare services to the child concerning his or her care;

(2) Attorneys, legal services organizations and their employees and staff;

(3) Ombudspersons and other advocates;

(4) Members of the clergy; and

(5) Holders of public office, and people who work at a state or federal court.

→ Except as otherwise provided by specific statute, a communication made pursuant to this paragraph is not a privileged communication.

(c) To report any alleged violation of his or her rights pursuant to section 8 of this act without being threatened or punished.

11. To participate, in person, by telephone or by videoconference, in all court hearings pertaining to the circumstances which led to the detention of the child.

Sec. 6. A detention facility shall:

1. Inform the child of his or her rights as set forth in section 5 of this act;



2. *Provide the child with a written copy of those rights;*
3. *Provide an additional written copy of those rights to the child upon request;*
4. *To the extent that it is practicable, provide a written copy of those rights to the parent or guardian of the child; and*
5. *Post a written copy of the rights set forth in section 5 of this act in a conspicuous place inside the detention facility.*

Sec. 7. A detention facility may impose reasonable restrictions on the time, place and manner in which a child may exercise his or her rights set forth in section 5 of this act if such restrictions are necessary to preserve the order, security or safety of the child, the public, the staff of the detention facility or other children who are detained in the detention facility.

Sec. 8. If a child believes that any of his or her rights set forth in section 5 of this act have been violated, the child may raise and redress a grievance through, without limitation:

1. *A member of the staff of the detention facility;*
2. *A probation officer or parole officer;*
3. *An agency which provides child welfare services to the child, and any employee thereof;*
4. *A juvenile court with jurisdiction over the child;*
5. *A guardian ad litem for the child;*
6. *An attorney for the child; or*
7. *The use of any appropriate procedure which has been established by the Division of Child and Family Services to address grievances for children, both in and out of detention.*

Sec. 8.5. Each detention facility shall establish appropriate policies to ensure that children who are detained in the detention facility have timely access to and safe administration of clinically appropriate psychotropic medication. The policies must include, without limitation, policies concerning:

1. *The use of psychotropic medication in a manner that has not been tested or approved by the United States Food and Drug Administration, including, without limitation, the use of such medication for a child who is of an age that has not been tested or approved or who has a condition for which the use of the medication has not been tested or approved;*
2. *The concurrent use by a child of three or more classes of psychotropic medication; and*
3. *The concurrent use by a child of two psychotropic medications of the same class.*



Sec. 9. NRS 62A.010 is hereby amended to read as follows:

62A.010 As used in this title, unless the context otherwise requires, the words and terms defined in NRS 62A.020 to 62A.350, inclusive, *and section 2 of this act* have the meanings ascribed to them in those sections.

Sec. 10. NRS 62A.380 is hereby amended to read as follows:

62A.380 1. In carrying out the objects and purposes of this title, the juvenile court may use the services and facilities of the agency which provides child welfare services.

2. The agency which provides child welfare services shall determine the plans, placements and services to be provided to any child pursuant to the provisions of this title, chapter 432 of NRS, NRS 432B.010 to 432B.400, inclusive, and 432B.4681 to 432B.469, inclusive.

~~3. As used in this section, "agency which provides child welfare services" means:~~

~~(a) In a county whose population is less than 100,000, the local office of the Division of Child and Family Services; or~~
~~(b) In a county whose population is 100,000 or more, the agency of the county,~~
~~→ which provides or arranges for necessary child welfare services.]~~

Sec. 11. NRS 62D.420 is hereby amended to read as follows:

62D.420 1. In each proceeding conducted pursuant to the provisions of this title, the juvenile court may:

(a) Receive all competent, material and relevant evidence that may be helpful in determining the issues presented, including, but not limited to, oral and written reports; and

(b) Rely on such evidence to the extent of its probative value.

2. The juvenile court shall afford the parties and their attorneys an opportunity to examine and controvert each written report that is received into evidence and to cross-examine each person who made the written report, when reasonably available.

3. In any proceeding involving a child for which the court has access to records relating to the custody of the child or the involvement of the child with an agency which provides child welfare services, the juvenile court may review those records to assist the court in determining the appropriate placement or plan of treatment for the child.

4. Except when a record described in subsection 3 would otherwise be admissible as evidence in the proceeding, the juvenile court shall not use a record reviewed pursuant to subsection 3 to prove that the child committed a delinquent act or is in need of supervision or for any purpose other than a purpose set forth in



subsection 3. Except as otherwise provided in subsection 5, such records must not be disclosed or otherwise made open to inspection unless the records are admitted as evidence and used to determine the disposition of the case.

5. The juvenile court shall afford the parties and their attorneys an opportunity to examine and address any record reviewed by the juvenile court pursuant to subsection 3.

[6. As used in this section, "agency which provides child welfare services" has the meaning ascribed to it in NRS 432B.030.]

Sec. 12. This act becomes effective on July 1, 2017.



NRS 62C.035 Screening required for child detained in facility for detention of children; time and method for conducting screening.

1. Each child who is taken into custody by a peace officer or probation officer and detained in a local facility for the detention of children while awaiting a detention hearing pursuant to [NRS 62C.040](#) or [62C.050](#) must be screened to determine whether the child is in need of mental health services or is an abuser of alcohol or drugs.

2. The facility in which the child is detained shall cause the screening required pursuant to subsection 1 to be conducted as soon as practicable after the child has been detained in the facility.

3. The method for conducting the screening required pursuant to subsection 1 must satisfy the requirements of [NRS 62E.516](#).

(Added to NRS by [2005, 1035](#); A [2017, 4387](#))

NRS 62C.060 Custody and detention of child alleged to have committed offense involving firearm; conditions and limitations on release of child; test of child for use of controlled substances; evaluation of child by qualified professional; immunity for statements made during evaluation.

1. If a child is taken into custody for an unlawful act that involves the possession, use or threatened use of a firearm, the child must not be released before a detention hearing is held pursuant to [NRS 62C.040](#).

2. At the detention hearing, the juvenile court shall, if the child was taken into custody for:

(a) Carrying or possessing a firearm while on the property of the Nevada System of Higher Education, a private or public school or child care facility, or while in a vehicle of a private or public school or child care facility, order the child to:

(1) Be evaluated by a qualified professional; and

(2) Submit to a test to determine whether the child is using any controlled substance.

(b) Committing an unlawful act involving a firearm other than the act described in paragraph (a), determine whether to order the child to be evaluated by a qualified professional.

3. If the juvenile court orders the child to be evaluated by a qualified professional or to submit to a test to determine whether the child is using any controlled substance, the evaluation or the results from the test must be completed not later than 14 days after the detention hearing. Until the evaluation or the test is completed, the child must be:

(a) Detained at a facility for the detention of children; or

(b) Placed under a program of supervision in the home of the child that may include electronic surveillance of the child.

4. If a child is evaluated by a qualified professional pursuant to this section, the statements made by the child to the qualified professional during the evaluation and any evidence directly or indirectly derived from those statements may not be used for any purpose in a proceeding which is conducted to prove that the child committed a delinquent act or criminal offense. The provisions of this subsection do not prohibit the district attorney from proving that the child committed a delinquent act or criminal offense based upon evidence obtained from sources or by means that are independent of the statements made by the child to the qualified professional during the evaluation.

5. As used in this section, "child care facility" has the meaning ascribed to it in paragraph (a) of subsection 5 of [NRS 202.265](#).

(Added to NRS by [2003, 1057](#); A [2007, 1915](#); [2011, 599](#))

NRS 62E.160 Placement of child in need of supervision or in need of commitment outside of home in institution for persons with intellectual disabilities or mental illness; study and report; filing of plan; examination of child or parent or guardian by physician, psychiatrist or psychologist.

1. If it has been admitted or determined that a child is in need of supervision or in need of commitment to an institution for persons with intellectual disabilities or mental illness and the child has been or will be placed outside the home of the child by court order:

(a) The juvenile court shall direct a probation officer or an authorized agency to prepare for the juvenile court a study and a written report concerning the child, the family of the child, the environment of the child and other matters relevant to the need for treatment or disposition of the case; and

(b) The agency which is charged with the care and custody of the child or the agency which has the responsibility for supervising the placement of the child shall file with the juvenile court a plan which includes:

(1) The social history of the child and the family of the child;

(2) The wishes of the child relating to the placement of the child;

(3) A statement of the conditions which require intervention by the juvenile court and whether the removal of the child from the home of the child was a result of a judicial determination that the child's continuation in the home would be contrary to the child's welfare;

(4) A statement of the harm which the child is likely to suffer as a result of the removal;

(5) A discussion of the efforts made by the agency to avoid removing the child from the home of the child before the agency placed the child in foster care;

(6) The special programs available to the parent or guardian of the child which might prevent further harm to the child and the reason that each program is likely to be useful, and the overall plan of the agency to ensure that the services are available;

(7) A description of the type of home or institution in which the child could be placed, a plan for ensuring that the child would receive proper care and a description of the needs of the child; and

(8) A description of the efforts made by the agency to facilitate the return of the child to the home of the child or permanent placement of the child.

2. If there are indications that a child may be a person with an intellectual disability or mental illness, the juvenile court may order the child to be examined at a suitable place by a physician, psychiatrist or psychologist before a hearing on the merits of the petition. The examinations made before a hearing or as part of the study provided for in subsection 1 must be conducted without admission to a hospital unless the juvenile court finds that placement in a hospital or other appropriate facility is necessary.

3. After a hearing, the juvenile court may order a parent or guardian of the child to be examined by a physician, psychiatrist or psychologist if:

(a) The ability of the parent or guardian to care for or supervise the child is at issue before the juvenile court; and

(b) The parent or guardian consents to the examination.

(Added to NRS by [2003, 1063](#); A [2013, 682](#))

NRS 62E.280 Medical, psychiatric, psychological and other care or treatment and examinations.

1. The juvenile court may:

(a) Order such medical, psychiatric, psychological or other care and treatment for a child as the juvenile court deems to be in the best interests of the child; and

(b) Cause the child to be examined by a physician, psychiatrist, psychologist or other qualified person.

2. If the child appears to be in need of medical, psychiatric, psychological or other care or treatment:

(a) The juvenile court may order the parent or guardian of the child to provide such care or treatment; and

(b) If, after due notice, the parent or guardian fails to provide such care or treatment, the juvenile court may order that the child be provided with the care or treatment. When approved by the juvenile court, the expense of such care or treatment is a charge upon the county, but the juvenile court may order the person having the duty under the law to support the child to pay part or all of the expenses of such care or treatment.

(Added to NRS by [2003, 1064](#))

NRS 62E.513 Commitment of child to regional facility for treatment and rehabilitation of children or facility for detention of children: Screening required; time and method for conducting screening.

1. Each child who is adjudicated delinquent and committed by the juvenile court to a regional facility for the treatment and rehabilitation of children or state facility for the detention of children or ordered by the juvenile court to be placed in a facility for the detention of children pursuant to [NRS 62E.710](#) must be screened to determine whether the child is in need of mental health services or is an abuser of alcohol or drugs once every 6 months or when significant changes to the child's case plan developed pursuant to [NRS 62E.507](#) or [62E.525](#), as applicable, are made.

2. The facility to which the child is committed or in which the child is placed shall cause the screening required pursuant to subsection 1 to be conducted as soon as practicable after the child has been committed to or placed in the facility.

3. The method for conducting the screening required pursuant to subsection 1 must satisfy the requirements of [NRS 62E.516](#).

(Added to NRS by [2005, 1035](#); A [2017, 4391](#))

NRS 62E.620 Evaluation of child who committed certain acts involving alcohol or controlled substance; program of treatment; treatment provider not liable for acts of child; confidentiality of information; driving under influence included in driver's record of child.

1. The juvenile court shall order a delinquent child to undergo an evaluation to determine whether the child is an abuser of alcohol or other drugs if the child committed:

- (a) An unlawful act in violation of [NRS 484C.110](#), [484C.120](#), [484C.130](#) or [484C.430](#);
- (b) The unlawful act of using, possessing, selling or distributing a controlled substance; or
- (c) The unlawful act of purchasing, consuming or possessing an alcoholic beverage in violation of [NRS 202.020](#).

2. Except as otherwise provided in subsection 3, an evaluation of the child must be conducted by:

(a) A clinical alcohol and drug abuse counselor who is licensed, an alcohol and drug abuse counselor who is licensed or certified, or an alcohol and drug abuse counselor intern or a clinical alcohol and drug abuse counselor intern who is certified, pursuant to [chapter 641C](#) of NRS, to make that classification; or

(b) A physician who is certified to make that classification by the Board of Medical Examiners.

3. If the child resides in this State but the nearest location at which an evaluation may be conducted is in another state, the court may allow the evaluation to be conducted in the other state if the person conducting the evaluation:

- (a) Possesses qualifications that are substantially similar to the qualifications described in subsection 2;
- (b) Holds an appropriate license, certificate or credential issued by a regulatory agency in the other state; and
- (c) Is in good standing with the regulatory agency in the other state.

4. The evaluation of the child may be conducted at an evaluation center.

5. The person who conducts the evaluation of the child shall report to the juvenile court the results of the evaluation and make a recommendation to the juvenile court concerning the length and type of treatment required for the child.

6. The juvenile court shall:

(a) Order the child to undergo a program of treatment as recommended by the person who conducts the evaluation of the child.

(b) Require the treatment provider to submit monthly reports on the treatment of the child pursuant to this section.

(c) Order the child or the parent or guardian of the child, or both, to the extent of their financial ability, to pay any charges relating to the evaluation and treatment of the child pursuant to this section. If the child or the parent or guardian of the child, or both, do not have the financial resources to pay all those charges:

(1) The juvenile court shall, to the extent possible, arrange for the child to receive treatment from a treatment provider which receives a sufficient amount of federal or state money to offset the remainder of the costs; and

(2) The juvenile court may order the child, in lieu of paying the charges relating to the child's evaluation and treatment, to perform community service.

7. After a treatment provider has certified a child's successful completion of a program of treatment ordered pursuant to this section, the treatment provider is not liable for any damages to person or property caused by a child who:

(a) Drives, operates or is in actual physical control of a vehicle or a vessel under power or sail while under the influence of intoxicating liquor or a controlled substance; or

(b) Engages in any other conduct prohibited by [NRS 484C.110](#), [484C.120](#), [484C.130](#), [484C.430](#), subsection 2 of [NRS 488.400](#), [NRS 488.410](#), [488.420](#) or [488.425](#) or a law of any other jurisdiction that prohibits the same or similar conduct.

8. The provisions of this section do not prohibit the juvenile court from:

(a) Requiring an evaluation to be conducted by a person who is employed by a private company if the company meets the standards of the Division of Public and Behavioral Health of the Department of Health and Human Services. The evaluation may be conducted at an evaluation center.

(b) Ordering the child to attend a program of treatment which is administered by a private company.

9. Except as otherwise provided in [NRS 239.0115](#), all information relating to the evaluation or treatment of a child pursuant to this section is confidential and, except as otherwise authorized by the provisions of this title or the juvenile court, must not be disclosed to any person other than:

- (a) The juvenile court;
- (b) The child;
- (c) The attorney for the child, if any;

- (d) The parents or guardian of the child;
- (e) The district attorney; and
- (f) Any other person for whom the communication of that information is necessary to effectuate the evaluation or treatment of the child.

10. A record of any finding that a child has violated the provisions of NRS 484C.110, 484C.120, 484C.130 or 484C.430 must be included in the driver's record of that child for 7 years after the date of the offense.

(Added to NRS by 2003, 1073; A 2005, 31, 162; 2007, 2067, 3075; 2009, 1878; 2015, 752)

NRS 62E.680 Act involving cruelty to or torture of animal: Participation in counseling or other psychological treatment; payment of costs.

1. If a child is adjudicated delinquent for an unlawful act that involves cruelty to or torture of an animal, the juvenile court shall order the child to participate in counseling or other psychological treatment.
2. The juvenile court shall order the child or the parent or guardian of the child, or both, to the extent of their financial ability, to pay the cost of the child to participate in the counseling or other psychological treatment.
3. As used in this section:
 - (a) "Animal" does not include the human race, but includes every other living creature.
 - (b) "Torture" or "cruelty" includes every act, omission or neglect, whereby unjustifiable physical pain, suffering or death is caused or permitted.

(Added to NRS by 2003, 1076)