

CLARK COUNTY STAFF REPORT

DEPARTMENT: The Arthur D. Curtis Children's Justice Center (CJC)

DATE: July 21, 2015

REQUESTED ACTION:

That the County Manager authorize the Professional Service Contract between Mitchell's Administrative and Paralegal Services (M.A.P.S.) and the Children's Justice Center (CJC) as soon as practically possible to provide for back-up temporary civilian forensic interviewing services when there is a suspicion of a child abuse crime and the full time permanent CJC civilian forensic interviewer is on leave.

Consent Hearing County Manager

BACKGROUND

Currently, CJC has no civilian forensic interviewer back up with the full time permanent forensic interviewer is on vacation or sick and a child needs a forensic interview at that time due to suspicions that an abuse crime has been committed or when a perpetrator has been arrested for a child abuse crime.. In order to provide child victims of crime with the same level of quality response in a timely manner, CJC needs this service from, *Mitchell's Administrative and Paralegal Services (M.A.P.S.)*, which is an agency that can provide CJC with a fully trained civilian forensic interviewer to provide this temporary service and fill the crucial gap in a the lack of a continuum of response during a crime investigation.

COUNCIL POLICY IMPLICATIONS

Budgetary relevancy. Federal and state grant funds will be utilized to fund this service.

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

Civilian forensic interviewing is the best practice according to the *National Children's Alliance* and the *Department of Justice* research. Most Children's Advocacy Centers like CJC provide this service for child crime victims throughout the state of Washington. However, with only 12 centers statewide and a limited number of fully trained civilian forensic interviewers this is the only agency option CJC has found to date.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within

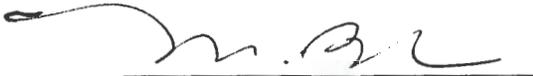
	existing appropriation
	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

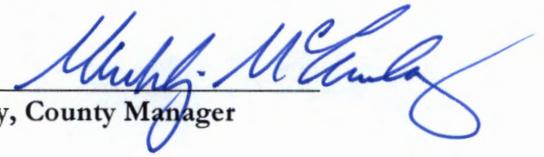
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$5,000 Federal and State Grant
Account	1018
Company Name	Arthur D. Curtis Children's Justice Center (CJC)

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Mary Blanchette
 Title CJC Executive Director

APPROVED: 
 Mark McCauley, County Manager

APPROVED: _____
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Fund civilian forensic interviewing back-up to the permanent fulltime CJC forensic interviewer on a fee-for-service basis as needed. Revenue already included in federal and state grants for this purpose are available in the current budget.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1018/Contractual	\$5000	\$5000				
Total	\$5,000	\$5000				

II. A – Describe the type of revenue (grant, fees, etc.)

National Children’s Alliance grant (federal)
 Children’s Advocacy Centers of Washington grant (State)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1018/Contractual		5000	5000				
Total		5000	5000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	5000	5000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	5000	5000				

Professional Services Agreement

THIS AGREEMENT, entered this _____ day of _____ 2015, by and between CLARK COUNTY, after this called "County," a Mitchell's Administrative and Paralegal Services (M.A.P.S.), after this called "Contractor."

WITNESSETH

WHEREAS, County seeks to provide civilian forensic interviewing for children while the permanent full time civilian forensic interviewer is on leave to promote a uniform system of response for all children when there is a suspicion of criminal-level child abuse locally, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services The Contractor shall perform services for County upon County's request and Contractor's availability to perform child forensic interviews, and tasks related to forensic interviewing, as attached and proposed hereto and incorporated herein by this reference as Exhibit "A."
2. Time. The contract shall span over a twelve month period and be deemed effective beginning August 1, 2015 and ending December 31, 2016.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:

Fee for service:

Interviews: \$159.00 for the first interview and \$75.00 for each additional interview per day for provision of civilian forensic interview services, upon request by County.

Testimony: \$30.00 per hour for any forensic interview services associated with preparing for and testifying in any court proceedings associated with forensic

interviews. Plus an \$84.00/day service fee for traveling for court proceedings.

Invoice: A written invoice must be received by County by the 10th working day of the month following the end of month in which the service was provided. The number of hours of service provided and for whom the services were provided to must be indicated on the invoice.

The parties mutually agree to a maximum of \$20,000 during the timeframe of this agreement period unless prior written approval is given by County. Reimbursement for service is dependent upon the availability of County funding. 4. Termination.

The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. The County or Contractor may terminate this contract for any reason upon thirty (30) days notices to the County.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification Clause. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this

Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Insurance: The Contractor shall also provide to County proof of a professional errors and omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. It should be an occurrence based policy. If the policy is claims based, then Extended Reporting Period Coverage shall be purchased for three (3) years after the end of the

contract.

The Contractor shall provide to County a copy of commercial general liability insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.

If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Contractor does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Contractor letterhead shall be submitted by the Contractor.

9. Contract Documents: *Contract documents consist of this agreement and Exhibit "A". Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.*

10. Equal Employment Opportunity: *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.*

11. Changes: *County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and*

between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

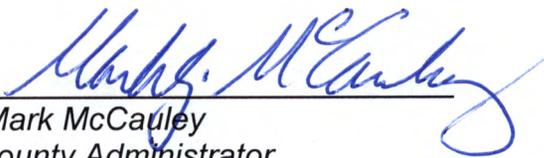
13. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

14. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

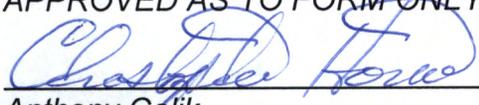
15. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

16. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.



Mark McCauley
County Administrator

APPROVED AS TO FORM ONLY


Anthony Golik,
Clark County Prosecuting Attorney



Samantha Mitchell
M.A.P.S. UBI: 603213002

EXHIBIT A

Scope of Work

PURPOSE

Seeks to provide civilian forensic interviewing for children in need of an interview while County's permanent full time civilian forensic interviewer is on leave to promote a uniform system of response for all children when there is a suspicion of criminal-level child abuse locally

CIVILIAN FORENSIC INTERVIEW SERVICES

Contractor will join in work in coordination the *Arthur D. Curtis Children's Justice Center (CJC)* multidisciplinary team to provide forensic interviews for children in a skillful, neutral, and fact-finding manner in a sensitive manner lessening the possibility of secondary trauma through the course of the interview.

Other related task that fall under the category of this scope of work can include, but are not limited to:

- Setting up the audio visual equipment and room
- Inviting professionals involved to observe the interview
- Checking in with professionals observing the interviews to ensure that all areas of inquiry during the interview have been fulfilled
- Referring victims to mental health services and helping to expedite linkages for children and families in significant distress
- Completing appropriate forms and providing the interview in accordance with established procedures
- Follow up inquiries when questions arise by County, when challenges to the forensic interview performed need to be addressed, including during legal proceedings

DESIRED OUTCOME

- Children who may be victims of abuse crimes have access to a skilled and competent civilian forensic interviewer when the permanent full time forensic interviewer is on leave.