



CLARK COUNTY STAFF REPORT

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

DATE: September 9, 2015

REQUESTED ACTION:

That the County Manager authorize the Professional Service Contract between Family Solutions and the Children's Justice Center (CJC) to improve child victims of crime greater access to care when mental health services are needed and there are no sources of funding to cover those services or accommodations are needed for them to access care.

Consent Hearing County Manager

BACKGROUND

Currently, CJC has an onsite therapist providing services to children at the center when there is sufficient coverage for the service. There are times when a local child victim of crime is in need of mental health service, but has no, or insufficient, coverage to pay for the services needed. There are also times when a child is unable to travel to the center to receive services, and then travel to a child's school or provision of in-home mental health services may be needed, but there is no funding to cover the cost of these types of accommodations for access to treatment. This Service Agreement seeks to close these gaps so that children who have been traumatized by significant abuse can get the treatment they need and recover from the psychological effects of the abuse.

COUNCIL POLICY IMPLICATIONS

Budgetary relevancy. Donation funds will be used to cover these services.

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

Currently, mental health services for the children CJC services are provided through partnership with mental health agencies and there is a therapist at the center five days a week just through partnership and without any cost to CJC's budget. However, there are times when children are turned away due to transport problems or insufficient coverage and this agreement seeks to fill the gaps in those specific circumstances.

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.

*man
OK
y.n*

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	\$10000	\$10000				
Total	\$10,000	\$10000				

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

Public donation funds

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		10000	10000				
Total		10000	10000				

III. B – Expenditure by object category

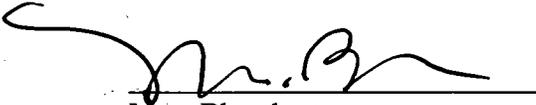
Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	10000	10000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	10000	10000				

BUDGET DETAILS

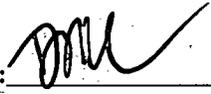
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$10,000 donation funds
Account	1018
Company Name	Arthur D. Curtis Children's Justice Center (CJC)

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: 9/22/15

SR# SR 182-15

DATE: 9/22/15

Professional Services Agreement

THIS AGREEMENT, entered this 22nd day of Sept. 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Family Solutions, after this called "Contractor."

WITNESSETH

WHEREAS, County seeks to increase access and cultural competency in the provision of mental health treatment services for child victims of traumatic abuse to promote healing from the psychosocial ramifications of criminal-level abuse, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services The Contractor shall perform services for Clark County, and to perform those services more particularly set out in the attached, 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 July 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: \$100.00 per hour for provision of the mental health services, upon request by County.

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 \$10,000 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 Clark 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 Clark 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.

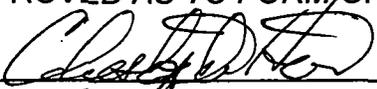
16. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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



Mark McCauley
County Administrator
Manager

APPROVED AS TO FORM ONLY



Anthony Golik
Clark County Prosecuting Attorney



Lisa Carpenter
Family Solutions Executive Director

EXHIBIT A

Scope of Work

PURPOSE

County seeks to expedite, increase access, and cultural competency for mental health treatment services for child victims of traumatic abuse to promote healing from the psychosocial ramifications of criminal-level abuse on cases where other sources of coverage for such services do not exist.

MENTAL HEALTH SERVICES

Contractor will join in partnership with County's multidisciplinary team response at the *Arthur D. Curtis Children's Justice Center (CJC)* to provide services on a case-by-case basis upon request of the director, the CJC Program Coordinator, or CJC's Lead Advocate.

Mental health services that fall under this category can include, but are not limited to:

- **Expediting mental health services for a child victim or their non-offending family members that need services and do not have insurance coverage through existing funding for services**
- **Bilingual mental health services when Spanish is a child's, or their non-offending family member's, first language**
- **Providing mental health services off-site the center at locations that will increase access to mental health services for child victims or their non-offending family members**
- **Provision of mental health services that are not covered under existing sources of insurance coverage or agency funding**
- **Other mental health or treatment services that are in the best interest of the child victim or the non-offending family members**

DESIRED OUTCOME

- **Children will have the mental health services needed to fully recover from traumatic abuse from the onset of discovery to increase the opportunity for them to experience healthy development and become contributing members of society.**