

CLARK COUNTY STAFF REPORT

DEPARTMENT: Children’s Justice Center (CJC)

DATE: February 9, 2016

REQUESTED ACTION:

That the Board of Councilors authorize the Professional Service Contract between Mitchell’s Administrative and Paralegal Services (M.A.P.S.) and the Children’s Justice Center (CJC) for back-up temporary civilian forensic interviewing services when there is a suspicion of a child abuse crime and the full time permanent 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

No council policy implications included.

ADMINISTRATIVE POLICY IMPLICATIONS

No administrative policy implications included.

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.

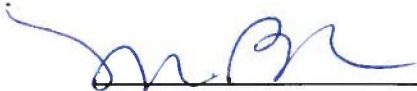
BUDGET DETAILS

On an as needed basis estimate up to \$5,000 when CJC's forensic interviewer is on leave or during peak time periods to ensure a timely and uniform response system for victims.

Local Fund Dollar Amount	Up to \$5,000
Grant Fund Dollar Amount	N/A
Account	1018
Company Name	Mitchell's Administrative and Paralegal Services (M.A.P.S.)

DISTRIBUTION:

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



Mary Blanchette, CJC Executive Director

DATE: 3/10/16

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, County Manager

DATE: 3/17/16

Professional Services Agreement

THIS AGREEMENT, entered this 1st day of February 2016, 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 twenty-three month period and be deemed effective beginning February 1, 2016 and ending December 31, 2017.
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 thereafter, per day, plus \$40.00 hourly for non-interviewing tasks, upon request by County, outlined in Exhibit "A",

Testimony: \$65.00 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 travel to attend court proceedings or meeting with an attorney.

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.*

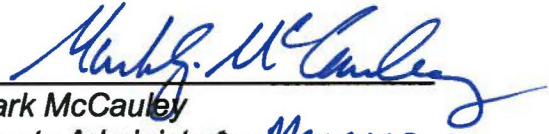
14. Conflict of Interest. *The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no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

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

County seeks to provide civilian child abuse forensic interviewing services in a timely manner and uniform manner when there is a suspicion of criminal-level child abuse locally, even when CJC's permanent civilian interviewer is on leave or when the forensic interviewer workload peaks.

CIVILIAN FORENSIC INTERVIEW SERVICES

Under the direction of the CJC Executive Director and in coordination the *Arthur D. Curtis Children's Justice Center (CJC)* multidisciplinary team, civilian forensic interviewing services are provided in a skillful, neutral, fact-finding and sensitive manner.

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

- Setting up and working with 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 advocacy services to promote linkages to services for children and families in significant distress
- Completing appropriate forms and providing the interviews in accordance with established procedures
- Following up on inquiries when questions arise by County, when challenges to the forensic interview performed need to be addressed, including during legal proceedings
- Other relevant duties assigned by the CJC Executive Director

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 or in need of assistance during peak workload periods.

