

CLARK COUNTY  
STAFF REPORT



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

DATE: February 2, 2015

REQUEST:

That Clark County Board of Counselors authorize the Professional Service Agreement with CJC and the Ecumenical Ministries of Oregon Russian Social Services (EMO/ROSS) to assist CJC's victim advocates in providing a more sensitive and culturally competent support for victims and their families who are newer immigrants of Russian or Slavic ethnic identity.

CHECK ONE:                      X   Consent                           CAO

**BACKGROUND**

More than 100,000 Russian-speaking refugees and immigrants reside in the Portland - Vancouver area northwest region of the US, which includes the largest population of Russian immigrants in the US. CJC advocates need help to sufficiently reach victims and their non-offending family members who are newer immigrants and commonly hold to a close-knit local enclave within our community and identify more strongly with Russian or Slavic culture rather than US culture. EMO/ROSS Social Services organization has the expertise needed to assist the CJC team with this specialized expertise and none of the CJC advocates currently hold sufficient cultural understandings at this time. A new partnership with EMO/ROSS will help the CJC team learn more about how to best reach members of our community who hold this ethnic identity.

**COMMUNITY OUTREACH**

No agency like EMO/ROSS exists in the Clark County area. This Portland-based agency is the only one in the area with this unique social service focus and is suitable to assist the CJC advocates in increasing the center's cultural competencies and sensitivities for cases with victims who have a Russian or Slavic ethnic identity.

**BUDGET AND POLICY IMPLICATIONS**

This service will be funded from public donations.

**FISCAL IMPACTS**


Yes (see attached form)                     No

**ACTION REQUESTED**

The Board of County Commissioners authorize the execution of this service agreement with Ecumenical Ministries of Oregon Russian Social Services (EMO/ROSS) to assist CJC's Victim Advocates in providing a more sensitive and culturally competent support for victims and their families who are of Slavic ethnic identity.

**DISTRIBUTION**

As needed on a case-by-case basis and upon request by CJC advocates for social services.

  
Name: Mary Blanchette  
Title: Executive Director

Approved:   
CLARK COUNTY  
BOARD OF COUNSELORS

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*Feb. 10, 2015*

*SR 017-15*

# FISCAL 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

A fee of \$50 an hour will be charged on a case-by-case basis as victims would benefit from the EMO/ROSS social services. This agreement includes a clause that the funding maximum is \$5,000 from February 2015 through January 31, 2016.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Donation funds	\$5,000	\$5,000				
<b>Total</b>	\$5,000	\$5,000				

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

Grant revenues from Children's Advocacy Centers of Washington State (CACWA)

## 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
Contractual	0.00	\$5,000	\$5,000				
Est. @ a maximum of 100 hours @ \$50 an hour service							
<b>Total</b>	0.00	\$5,000	\$5,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$5,000	\$5,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$5,000	\$5,000				

## Professional Services Agreement

THIS AGREEMENT, entered this 10<sup>th</sup> day of Feb. 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Ecumenical Ministries of Oregon (EMO) Russian Oregon Social Services (ROSS), after this called "Contractor."

### WITNESSETH

WHEREAS, County does not have available Victim Advocacy staff who have expertise or cultural competency in Russian or Slavic ethnicity and language which is necessary for the benefit of child victims of abuse receiving Victim Advocacy services at Clark County's Children's Justice Center (CJC), 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 proposal 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 February 1, 2015 and ending January 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: \$50 per hour for Russian social services, upon request by County, to assist Victim Advocates with case consultation and direct service help to increase cultural sensitivity and support for families and child victims who

*identify as having a Russian or Slavic ethnicity, including those whose primary language is other than English.*

*Invoice: A written invoice must be received by County by the 10<sup>th</sup> 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 \$5,000 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.

*Acting*  
\_\_\_\_\_  
Mark McCauley  
~~County Administrator~~  
*Manager*

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Anthony Golik,  
Clark County Prosecuting Attorney

\_\_\_\_\_  
David Leslie,  
EMO Executive Director



## EXHIBIT A

### Scope of Work

#### PURPOSE

County seeks to utilize Contractor's expertise in Russian and Slavic culture and identity to increase sensitivity and competency when a child victim of crime identify as having a Russian or Slavic ethnicity and identity. This agreement seeks to address the need for cultural competency in this area because there are more than 100,000 Russian-speaking refugees and immigrants that reside in the Portland area and the U.S. Census identifies the Pacific Northwest as a location where there is the highest influx of community members from the Soviet Union.

#### SERVICES

Contractor will join in partnership with County's multidisciplinary team response at the *Arthur D. Curtis Children's Justice Center (CJC)* to provide assistance when child victims of crime identify with Russian or Slavic ethnicity and/or language. Contractor will work with the victim's assigned CJC advocate to help with culturally-competent and relevant support services.

The CJC's Victim's Advocate Unit is responsible for requesting assistance from Contractor when help and guidance is needed, which may include assistance during meetings, support during court proceedings, scheduling, comforting, dissemination of information, etc. Expert consultation in the area of cultural sensitivities for victim advocacy may be requested by the CJC team on an as-needed basis. Members of the CJC team must provide notice to Contractor 24-hours in advance when assistance is needed.

#### DESIRED OUTCOME

- Child victims of criminal-level abuse and their non-offending family members receive competent and culturally sensitive Victim Advocacy support
- Increased understanding on the multidisciplinary team at-large is gained through consultation and partnership with Contractor's services