

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Shannon Burns
Juvenile Court Administrator

DATE: August 21, 2023

SUBJECT: Parents for Parents Grant through Children's Home Society of Washington

STATEMENT OF ISSUE:

The Parents for Parents Program (P4P) is a funded program by the Children's Home Society of Washington. The program supports parents who are subject to a Dependency Petition by providing them a Parent Ally with lived experience. This dollar amount is reflected in my budget and funds a clerk hire position at 16 hours a week who fills the coordinator role and is a Parent Ally.

ANALYSIS:

These funds fully support P4P matters, to wit: hours for the Parents 4 Parents Coordinator, Alicia Reynolds (clerk hire), for the period of time identified as July 1, 2023 to June 30, 2024.

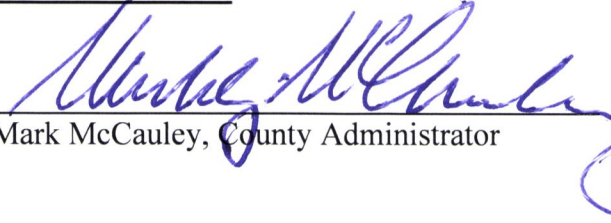
FISCAL IMPACT:

This revenue will be included in my 24-25 budget and is included in my current budget.

RECOMMENDATION:

That the Board approve the agreement and sign 3 originals. A fully executed original will be returned to the BOCC office upon final execution of Children's Home Society of Washington.

REVIEWED BY:


Mark McCauley, County Administrator

8/17/23
Date

**AGREEMENT BETWEEN
CHILDREN'S HOME SOCIETY OF WASHINGTON'S
Parents for Parents Program
AND
Jefferson County Juvenile Court**

This Agreement, made by and between Children's Home Society of Washington, hereinafter referred to as CHSW, and Jefferson County Juvenile Court hereinafter referred to as the Contractor, governs the provision of work, the collection of data and payment of authorized services rendered.

Contractor:
Jefferson County Juvenile Court
1820 Jefferson St.
Port Townsend, WA 98368

TERMS AND CONDITIONS

Exhibits Incorporated by Reference:

In addition to the rights and obligations of the parties set forth below in this Agreement, the rights and obligations of the parties to this Agreement shall be subject to, and governed by, the following attached exhibits:

Exhibit A: Statement of Work
Exhibit B: Budget
Exhibit C: Parents for Parents Program Description
Exhibit D: Parents for Parents Parent Ally Qualifications
Exhibit E: P4P Coordinator Job Description

IT IS MUTUALLY AGREED THAT:

Section A. Statement of Work

The Contractor will provide Parents for Parents services to families in Jefferson County as outlined in the attached Statement of Work, Exhibit A.

Section B. Period of Performance

The period of performance governing this Agreement will be 7/1/2023 to 6/30/2024

Section C. Budget

CHSW will pay the Contractor up to \$20,774.05, for those services, described in the Statement of Work, attached as Exhibit A, and according to the Budget, attached as Exhibit B. Administrative fees for this Agreement should not exceed 15 percent of the contracted Budget.

Section D. Current/Future Support

CHSW is funded through a contract from the Washington State Office of Public Defense. This Agreement is subject to continuing funding from this organization. In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the normal completion, CHSW may unilaterally terminate this Agreement or may reduce its scope and budget.

Section E. Reports/Invoices/Documentation

Invoices

The Contractor will submit quarterly invoices to CHSW no more frequently than monthly and at least quarterly. Invoices should be emailed to CHSW Accounts Payable - COAccounting@chs-wa.org

Reports

The Contractor will submit the following to CHSW within 20 days following the end of each month:

- Parents for Parents Monthly Online Data Report, internet link provided by CHSW

Payment is conditional on meeting the requirements of the Statement of Work, Exhibit A and receipt of completed monthly data report. Payment will be made thirty (30) days after receipt of the invoice form.

The Contractor understands and expressly agrees that CHSW is the payer of last resort for services under this Agreement, and that it will not bill CHSW for services that are eligible for payment by another funding source. The Contractor will provide CHSW with documentation of all services provided by the Contractor related to this Agreement, upon request.

During the Agreement period and following its termination, the Contractor, and any subcontractors resulting from this Agreement, shall follow accounting procedures and shall maintain books, records, documents, and other evidence in the performance of this Agreement. The Contractor will retain all books, records, documents, and other materials relevant to the provision of services under this Agreement for a period of 7 years from the date of final payment. Any person authorized by CHSW shall have full access to and the right to inspect excerpts, audit or examine any of these records at all reasonable times for a period of seven (7) years.

Section F. Audit Requirements

The Contractor is required to complete an annual independent audit that meets generally accepted accounting standards and OMB Circular A-133, if applicable. A copy of the audit will be available to CHSW, upon request.

Section G. Nondiscrimination and Confidentiality

It is the policy of CHSW that no person shall be subject to discrimination by the Organization or through its Contractors on the basis of: race, color, sex, national origin, religion, age, the presence of any physical, mental or sensory disability, genetic information; marital status, honorably discharged veteran or military status, sexual orientation, gender identity, citizenship or immigration status, status as a victim of domestic violence, sexual assault or stalking, political ideology, or any other status or characteristic protected by local, state or federal law.

The Contractor will respect the rights of consumers at all times and ensure the confidentiality of consumer information in accordance with all applicable confidentiality statutes, laws, and regulations. All consumer records will be maintained in a secure, locked file. Any breach of confidentiality will be grounds for immediate termination of this Agreement.

Section H. Compliance with the Health Insurance Portability Accountability Act

Waived.

Section I. Contractor Status

In providing services under this Agreement, the Contractor is an independent agent, and neither it nor its officers, agents or employees are employees of Children's Home Society of Washington for any purposes and will not be held up as such. The Contractor will be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services.

Section J. Criminal History

Waived, due to not working with children.

Section K. Licenses/Registrations/Accreditation

The Contractor will comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this Agreement.

Section L. Subcontracting

The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of CHSW.

Section M. Insurance

CHSW agrees that insurance coverage provided to Contractor by Washington Counties Risk Pool satisfies our insurance coverage requirements. Contractor will supply copies of documentation.

Section N. Hold Harmless/indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Children's Home Society of Washington and each of their respective officers, directors, employees, agents, and each of their respective heirs, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, demands, complaints, suits, causes of action, proceedings, damages, liabilities, losses, costs, fines, liens, including mechanics' liens, penalties, judgments, and expenses of any kind and nature whatsoever, including, without limitation, attorneys' fees and expenses (individually, a "Claim," and collectively, "Claims"), whether such Claims are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use or economic loss resulting therefrom, arising out of or from the use of any equipment. Contractor's obligation to indemnify, defend, and hold harmless the Indemnified Parties shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Indemnified Parties, and such obligation is in addition to and not in lieu of common law indemnification to which any Indemnified Parties are entitled.

Contractor's obligation to indemnify, defend, and hold harmless the Indemnified Parties shall apply and pertain regardless of whether or not a Claim is caused or alleged to be caused in part by one or more of the Indemnified Parties.

Contractor shall defend each of the Indemnified Parties through counsel approved by such Indemnified Parties in any action, proceeding, or arbitration brought against the Indemnified Parties by reason of any Claims. The duty to defend the Indemnified Parties under this Paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor or any other Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any Indemnified Party and written notice of such Claim being provided to Contractor.

Contractor's obligation to indemnify, defend and hold the Indemnified Parties harmless under this Article shall survive the expiration or earlier termination of the Independent Contractor Agreement and shall apply and pertain until it is determined by final judgment that an action against all of the Indemnified Parties for any Claim is fully and finally barred by the applicable statute of limitations.

In the event and to the extent that a Claim is made by an employee of any of contracting parties against any of the Indemnified Parties, the intent of this Article is that Contractor hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties to the same extent as if a non-employee of the Contracting Parties made the Claim. Accordingly, in addition to the above provisions, and in order to render the parties' intent and this indemnity agreement fully enforceable, Contractor, in connection with any request by any Indemnified Parties for indemnification hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker's Compensation Laws or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. Such waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision disallowing or limiting such indemnification.

If any word, clause or provision of this Article is determined not to be in compliance with applicable law or is otherwise not enforceable, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this Article be construed in a manner as necessary to comply with applicable law, in all respects.

Section O. Federal Programs

Contractor represents and warrants that Contractor has not been excluded from federal programs. Contractor will immediately notify CHSW if Contractor becomes excluded from any federal program or is subject to proceedings that may lead to exclusion. Exclusions from any federal program are a basis for immediate termination of this Agreement.

Section P. Governing Law

The Contractor is required to comply with all applicable local, state and federal laws and regulations. Breach of this provision shall be grounds for termination of this Agreement.

This Agreement and the right and obligations of the parties shall be governed by the laws of the State of Washington. The Contractor is required to comply with all applicable local, state and federal laws and regulations. Breach of this provision shall be grounds for termination of this Agreement. Venue shall be King County, Washington.

Section Q. Agreement Modifications

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

This Agreement shall be subject to the written approval of the Chief Operating Officer (COO) of CHSW and the approved delegate of the Contractor. Only the COO or their delegate shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Changes are not effective or binding, unless made in writing and signed by the COO or their delegate and the approved delegate of the Contractor.

Section R. Notification of Significant Changes

The Contractor will notify CHSW in writing of changes in key personnel or problems, which have significant impact on Contractor activities.

Section S. Severability

If any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the invalid portion. If it should appear that any part, term, or provision conflicts with statutes, then that part, term, or provision shall be deemed inoperative, and this Agreement shall be modified to such statutory provision.

Section T. Corrective Action

The Contractor is required to meet the terms and conditions of this Agreement. Should an Agreement violation or a performance deficiency be identified by CHSW, the Contractor will receive a written notice for corrective action unless CHSW determines termination is appropriate. The Contractor must submit a corrective action plan within thirty (30) days from the written notice from CHSW. In the case of a material

breach, however, CHSW may require an immediate corrective action plan and its implementation in lieu of termination.

CHSW will approve or disapprove the Contractor's corrective action plan in writing within fourteen (14) days of receipt of the plan. If approved, the Contractor will be required to implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within thirty (30) days, or CHSW deems the plan unsatisfactory, CHSW will take the necessary action. Such action may include, but is not limited to, reduction in Contractor payment or termination in whole or in part of the Agreement. All corrective action correspondence shall be delivered by certified mail, return receipt requested.

Section U. Termination of Agreement

Either party may resolve to discontinue this Agreement with thirty (30) days written notification to the other party.

CHSW will pay for all services rendered up to the date of termination of this Agreement, less prior interim payments, if any. Upon payment of such sums, CHSW shall be discharged from all liability to the Contractor hereunder, and this Agreement shall be considered terminated unless extended in writing by mutual agreement between the parties.

Section W. Addresses for Official Communication

Signer name: Marlana Torres

Children's Home Society of Washington
12360 Lake City Way NE, Ste 450
Seattle, WA 98125

Signer name: Greg Brotherton, Chair

Jefferson County Juvenile Court
1820 Jefferson St.
Port Townsend, WA 98368

In witness thereof, Children's Home Society of Washington and the Contractor have signed this Agreement.

**CHILDREN'S HOME SOCIETY OF
WASHINGTON**

CONTRACTOR

Marlena Torres

Signature

Title Chief Operating Officer

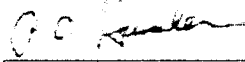
Date: Aug 15, 2023

Signature

Title Chair, Jefferson County BOCC

Date:

*Approved to Form Only.



August 16, 2023

Signature

Phillip C. Hunsucker, Civil Deputy
Jefferson County Prosecutor

EXHIBIT A:
STATEMENT OF WORK

Parents for Parents Program
7/1/2023 to 6/30/2024

The Contractor will:

- 1) Serve as the host of the Parents for Parents program (P4P), as summarized in Exhibit C;
- 2) Partner with local community court partners and CHSW to ensure the Parents for Parents program is consistent with program components listed on the Model Fidelity Checklist and the program design in the Parents for Parents Start-Up Guide and Dependency 201 curriculum provided by CHSW;
- 3) Contract with one or more parents, who have had personal experience with the Dependency system and successfully resolved his/her child welfare case (hereafter referred to as Parent Allies) to provide program leadership and coordination. All Parent Allies must meet and adhere to the qualifications listed in Exhibit D;
- 4) Hire one Parent Ally to serve as the P4P Coordinator, as summarized in Exhibit E;
- 5) Compensate Parent Allies at a rate competitive with like services in your local community;
- 6) Provide Parent Allies with training and support to develop “soft skills” necessary for workplace success;
- 7) Provide for a minimum of four hours per month of clinical and administrative supervision for Parent Allies working in the program;
- 8) Host monthly or quarterly Parents for Parents Advisory Committee meetings;
- 9) Work with CHSW to discuss any rural considerations needed in order to ensure quality outreach of services/support to dependency-involved parents in Jefferson County(ies);
- 10) Provide the P4P Coordinator with working space and office supplies, including telephone, access to copy machine, computer access and storage space, as needed to implement the program;
- 11) Provide for the liability insurance of the P4P Coordinator and Parent Allies;
- 12) Provide for accessible meeting space and equipment for the Dependency 101/201 classes and other Parents for Parents meetings.
- 13) Offer Dependency 101 classes and other Parents for Parents meetings to Jefferson County’s dependency-involved parents- class materials and dependency information may be brought to Jefferson County’s parents at court or offered through in-person outreach or a technology platform;

- 14) Provide opportunities for P4P Parent Allies to participate in trainings that will increase their understanding of the needs of families in the child welfare system and of resources and services that can support them. Track the training provided to Parent Allies;
- 15) Support the gathering, maintenance and reporting of Parents for Parents participant, and program information and data, as described in the Start-up Guide and required by any program evaluations that may be conducted;
- 16) Manage program finances and maintain financial records that will be provided to CHSW upon request;
 - a) P4P Finances will be prioritized to administer program at model fidelity and not for activities outside of contracted agreement.
- 17) Consistent with the submission of each invoice, provide CHSW with monthly data reports. Information to include the following:
 - a) Information on Parent Allies working for the program;
 - b) Information on outreach and attendance at Dependency 101 and 201 classes (if applicable);
 - c) Information on other outreach provided by Parent Allies.
- 18) Support funding efforts by CHSW on behalf of the Parents for Parents program, in addition to seeking additional funding streams, in order to support the ongoing needs of the program.

CHSW will:

- 1) Provide the Contractor with ongoing training and technical assistance to coordinate and assist the program in meeting program requirements, consistent with the program design in the Parents for Parents Start-Up Guide and Dependency 201 curriculum;
- 2) Maintain a statewide database on Parents for Parents program data;
- 3) Provide opportunities for local Parents for Parents program representatives to meet to network with one another, share information, ideas and resources, and collaborate in the on-going work to improve P4P services and systems;
- 4) Work with a researcher to evaluate select, well-established Parents for Parents programs, with the goal of ultimately establishing Parents for Parents as an Evidence Based Program, if funding becomes available;
- 5) Work with local Parents for Parents programs and community partners to develop an expanded program component to further support parents in the child welfare system;
- 6) Provide information and support to system representatives in the seeking of funding for the program, and
- 7) Provide leadership in advocacy for increased funding for the Parents for Parents program.

EXHIBIT B:
BUDGET

7/1/2023 to 6/30/2024

One-Year Budget: Funds may be allocated as shown in the budget below, there may be up to 10% variation to accommodate local program needs.

Jefferson County 1-year budget

P4P Coordinator Compensation	\$ 11,250.00
Parent Ally Team Compensation	\$ 2,000.00
Clinical Supervision	\$ 2,400.00
Program Expenses (supplies, food, meeting costs, etc.)	\$ 2,000.00
Administration (not to exceed 15 percent)	\$ 3,124.05
Mileage (If applicable)	\$ 0
Total	\$ 20,774.05

EXHIBIT C:
PARENTS FOR PARENTS SUMMARIZED PROGRAM DESCRIPTION

Parents for Parents (P4P) is a court-based, early engagement, peer mentoring, education and professional development program that promotes the safe and timely reunification of children with their parents, as well as supports family preservation through in-home dependency services, or an alternative permanency outcome when reunification is not a viable goal. The program serves families, who are in the dependency system, and services are initiated when a child has been removed from a home by Child Protective Services. Parents receive information and support to navigate the dependency system and, whenever possible, to safely reunify with their child(ren), support in-home placement, as well as to understand and provide their child(ren) with resources to promote their optimal development.

P4P program components are delivered by Parent Allies, who are parents who have successfully navigated the child welfare system. Components include:

- 1) Outreach and support to parents at all dependency-related hearings, beginning with the shelter care hearing;
- 2) Maintaining and distributing updated information about community resources and services that can assist families in the dependency system;
- 3) A Dependency 101 class that educates parents about the dependency system they must navigate in order to have their children returned, empowers them with tools and resources they need to be successful with their case plan, and provides information that helps them understand and support the needs of their children;
- 4) A curriculum-based Dependency 201 class that provides ongoing support to parents throughout their dependency case. This includes building a support network, training on life skills and accessing resources. Not all counties are operating Dep 201 at this time;
- 5) Individual peer support to help parents involved with the child welfare system, including telephone/electronic support.

Local child welfare and court representatives meet regularly in P4P Advisory Committee meetings to discuss the local program, trouble shoot problems, identify ways to optimize its success within their local community, identify resources to share with parents, etc.

EXHIBIT D:
P4P PARENT ALLY QUALIFICATIONS

- Dependency case has been closed;
- Satisfactory background check clearance and no criminal infractions since the case has been closed (at discretion of host organization);
- Accepts responsibility for issues that brought their child(ren) into care;
- Demonstrated continuing attention to positive and healthy lifestyle (e.g., active in recovery, mental health, strong social support, etc.);
- Mentally and emotionally stable;
- Time/capacity to meet the hours and needs of the program;
- Ability to maintain confidentiality;
- Ability to work independently and as a team player;
- Ability to respect cultural diversity;
- Motivated; able to follow directions, ask questions and learn assigned tasks;
- Effective oral and written communication skills; legible penmanship;
- Positive attitude;
- Ability to maintain good working relationships with courts, child welfare representative's and the community;
- Respectful and considerate;
- Dependable;
- Solution-oriented versus problem-oriented;
- Noted willingness to help others succeed;
- Ability to maintain objectivity and professionalism;
- Ability to be detail oriented;
- Appropriate communication skills, and
- Able to accept supervision and coaching.

EXHIBIT E:

P4P COORDINATOR JOB DESCRIPTION

Position Summary

In collaboration with the P4P Program Supervisor, the P4P Coordinator is a parent with lived child welfare experience who is responsible for managing the day-to-day functions of the Parents for Parents program. They are the primary “public face” for Parent Allies in their respective community and ensure that the Parents for Parents program reflects the high standards and values of the P4P model. As applicable, the P4P Coordinator ensures the Parents for Parents program is coordinated with the local community, statewide, and national Parent Ally work.

Job Duties with Respect to Various Program Components

1. P4P Staffing

- Collaborate with the P4P Program Supervisor to recruit, engage, train, and monitor the P4P team.
- Collaborate with the P4P Program Supervisor on decisions and actions related to the temporary leave or permanent termination of Parent Allies, as needed.
- Create and maintain a system for recording and reporting on Parent Ally training, services provided, and compensated hours worked. Track unpaid volunteer time related to the Parents for Parents program.
- Create and maintain a system for accounting and distribution of stipends for Parent Allies and for payment of other program expenses.
- Collaborate with the P4P Program Supervisor to observe and assess the work of Parent Allies; provide additional coaching and support as needed.
- Participate in weekly supervision with P4P Clinical and/or P4P Program Supervisor to discuss pertinent details regarding the program and to process any issues that surface in the course of work that may interfere with their work or personal well-being.

2. Hearings

- Collaborate with court personnel to identify strategies for accessing the court docket in order to identify and reach out to parents attending hearings.
- Ensure that all initial hearings are covered by the P4P Coordinator or Parent Ally team.
- Ensure Parent Allies collect accurate contact and demographic information on all parents with whom outreach is made.
- During outreach, invite all parents to attend a Dependency 101/201 class.
- Provide parents with written materials about resources that can assist them in their case.
- Provide follow-up phone calls to parents who have signed up for the class, ideally once a week prior to the class, and then one day immediately prior to the class.

3. Dependency 101 Class

- Ensure that each Dependency 101/201 class is covered by a Parent Ally facilitator, a representative from each system, and additional Parent Allies as needed.
- Update Dependency 101/201 curriculum as needed.
- Ensure that all handouts for Dependency 101/201 classes are updated, developed, and available for each meeting. Ensure folders and surveys are properly numbered.
- Maintain a system for ensuring snacks and other required materials are available for all Dependency 101/201 classes.
- Work with Parent Allies, court personnel, and other system partners to recruit and sign people up for the Dependency 101/201 classes.
- Complete a P4P Intake Form for each parent at the class whose P4P Intake Form has not yet been completed.
- Ensure parents complete pre- and post-class surveys are numbered or marked with a participant identifier, are completed, and collected.

4. Parent Data

- Create and maintain a database on all parents served, including:
 - Names and contact information
 - Demographic information
 - Assistance needs
- Maintain a record of parent contacts, including by phone, text, email, and virtual, attendance at Dependency 101/201, through input from pre- and post-Dependency 101/201 class surveys, and all other parent contacts with P4P.

5. Resource Bank

- Maintain a sufficient and up-to-date supply of printed information on resources accessible to families.
- Ensure folders for Dependency 101/201 class contain all relevant handouts and there are enough folders available for all classes.

6. Community

- Make and coordinate Parent Ally presentations at child welfare forums, conferences, training workshops, etc., as approved by P4P Program Supervisor and after fulfilling the main program components of this contract.
- Coordinate Parents for Parents work with other Parent Ally work in the community, when/if applicable, as approved by the P4P Program Supervisor, and after fulfilling the main program components of this contract.

7. Reunification Day Celebrations

- If all the core components of the program are met, program staff may participate in a planning committee for events to strengthen the Parents for Parents program visibility, recruitment efforts, and continued community partner support.

8. P4P Advisory Committee

- Serve as leader and facilitator of the P4P Advisory Committee meetings.
- The P4P Coordinator works in tandem with the Advisory Committee members to plan for and schedule Dependency 101 class presentations by representatives of all systems at Dependency 101 classes.
- Collaborate with the P4P Program Supervisor to create the agenda and take minutes for P4P Advisory Committee meetings.
- Send out agenda and meeting reminders to all P4P Advisory Committee members in a timely manner.
- Work with P4P Advisory Committee members to identify and troubleshoot issues that may surface while implementing Parents for Parents. Discuss Parent Ally's work in terms that make sense to P4P Advisory Committee members.
- Take minutes at each meeting and distribute them in a timely manner. Maintain a record of attendance and minutes from all meetings.
- Follow through on agreements made at P4P Advisory Committee meetings.