

CLARK COUNTY  
STAFF REPORT

*guy*  
4/1/13

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

DATE: July 24, 2013



REQUEST:

That Board of Commissioners authorizes the Prosecuting Attorney and the County Administrator to renew and execute a contract on behalf of CJC to engage Dr. Copeland, a local Pediatrician, in providing medical child abuse evaluation services and related consultation for incidents of suspected child abuse in Clark County.

CHECK ONE:                      X   Consent                           CAO

BACKGROUND

A local physician who previously provided medical child abuse evaluation in Clark County for years has left the area and the need to establish new medical practitioner partnerships with CJC is essential to determine if sexual or physical child abuse has occurred based upon medical findings. In addition, this medical practitioner will provide CJC with expert consultation of a general nature on health-related matters that are relevant to child abuse investigations. Legacy Salmon Creek Hospital is in partnership with CJC to help develop this medical expertise locally for child victims of abuse.

COMMUNITY OUTREACH

A long-term effort by CJC has resulted in development of this medical provider gaining sufficient training in the specialized area of medical child abuse evaluation. As a result, she is one of only two medical providers locally who are willing to provide this health serve and that have the skills and expertise necessary to provide this fill community health need.

BUDGET AND POLICY IMPLICATIONS

This service is funding through grants and contributions to CJC.

FISCAL IMPACTS

Yes (see attached form)                     No

ACTION REQUESTED

The Board of County Commissioners authorize the execution of this contract on behalf of CJC to engage Dr. Kim Copeland, Pediatrician, provide medical child abuse evaluation and related consultation in the amount of up to \$10,000 through the state fiscal year 2013-2014.

DISTRIBUTION

As needed and upon request to the medical provider for medical consultation by CJC staff.

Name: Mary Blanchette  
Title: Executive Director

Approved: August 27, 2013  
CLARK COUNTY  
BOARD OF COMMISSIONERS  
*SR 169-13*

# 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

The Board is requested to authorize a contract to provide medical child abuse evaluation services. This contract request renews an existing service agreement with a medical provider through the next state fiscal year which ends June 30, 2014.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1018/CJC	\$10,000	\$10,000				
<b>Total</b>	\$10,000	\$10,000				

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	\$10,000	\$10,000				
<b>Total</b>	0.00	\$10,000	\$10,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$10,000	\$10,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$10,000	\$10,000				

## Professional Services Contract

THIS AGREEMENT, entered this 27<sup>th</sup> day of August 2013, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Dr. Kim Copeland, after this called "Contractor."

### WITNESSETH

WHEREAS, County does not have available staff nor the expertise to provide such services for the benefit of the services of Clark County, 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 July 1, 2013 and ending June 30, 2014.
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: \$300 per hour for medical child abuse evaluation consultation requested by County staff. Invoices must be received 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 will be indicated on the invoice.

A. The parties mutually agree to a maximum of \$10,000 during the timeframe of this

*agreement 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.

  
\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM ONLY

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

  
\_\_\_\_\_  
Dr. Kim Copeland  
Medical Child Abuse Consultant

## EXHIBIT A

### **Scope of Work**

#### PURPOSE

County seeks to utilize Contractor's expertise as an expert in medical child abuse evaluation and treatment to provide consultation to the multidisciplinary team on findings and advice on issues of medical concern related to possible, or determined, incidents of child abuse.

#### SERVICES

Contractor will join in partnership with County's multidisciplinary team at the Arthur D. Curtis Children's Justice Center with recognition for her expertise in this field of medicine for case conferencing and/or consultation related to medical concerns that are relevant to child abuse cases. Medical consultation for County staff is on a case-by-case basis and may, or may not include, a request for child examination and medical advisement.

#### DESIRED OUTCOMES

- Medical expertise is available for County's child abuse response team to promote and assist in accurate medical fact-finding
- Ameliorate the negative health-related effects of child abuse through skillful medical evaluation, quality health care for victims in our community and responsive medical consultation