

SCANNED

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202409025

Originating Department:	Whatcom County Superior Court Administration		
Division/Program: (i.e. Dept. Division and Program)	Juvenile Court- Parents for Parents Program		
Contract or Grant Administrator:	Stephanie Kraft		
Contractor's / Agency Name:	Akin		
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____			
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____			
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): _____ New Grant and Contract			
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 1967			
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 58,733.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ 58,733.00		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: _____			
Akin will reimburse Whatcom County Superior Court up to \$58,733.00 for the contract period for services rendered in support of the Parents for Parents Program. Whatcom County Superior Court has received reimbursement for the Parents for Parents (P4P) program since 2015.			
Term of Contract: 1 year		Expiration Date: June 30, 20245	
Contract Routing:		Date: 8/23/24	
1. Prepared by: Stephanie Kraft		Date: 8/28/24	
2. Attorney signoff: _____		Date: 8/29/24	
3. AS Finance reviewed: _____		Date: _____	
4. IT reviewed (if IT related): _____		Date: _____	
5. Contractor signed: _____		Date: _____	
6. Executive contract review: ✓		Date: 9/16/24	
7. Council approved, if necessary: ✓		Date: 9/16/24	
8. Executive signed: _____		Date: 9/16/24	
9. Original to Council: _____		Date: _____	



Children's Home Society
of Washington and
Childhaven are now Akin.

**AGREEMENT BETWEEN
Akin
Parents for Parents Program
AND
Whatcom County Superior Court**

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

Contractor:
Whatcom County Superior Court
311 Grand Ave
Bellingham, WA 98225

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 Whatcom county as outlined in the attached Statement of Work, Exhibit A.

Section F. Financial Audit Requirements

The Contractor is required to follow applicable accounting procedures and practices, and to complete an annual independent audit that meets generally accepted accounting standards and OMB Circular A-133, if applicable. As a municipal county government, the Contractor receives an annual audit from the Washington State Auditor's office and a copy of the audit will be available to Akin, upon request.

Section G. Nondiscrimination

It is our policy that all decisions involving any aspect of the mutual partnership will be made without regard to sex, sexual orientation, gender identity, color, race, religion, creed, national origin, citizenship or immigration status, age, the presence of any physical, mental, or sensory disability, the use of a trained service animal by a person with a disability, marital status, honorably discharged veteran or military status, familial status and source of income, status as a victim of domestic violence, sexual assault, harassment or stalking, political ideology, genetic information, ancestry, caste, and actual, potential, perceived, or alleged pregnancy outcomes or any other status or characteristic protected by local, state, or federal law.

Section H. Confidentiality and Data Privacy Compliance

Confidentiality

The Contractor acknowledges that it may, in the course of performing its obligations under this Agreement, create, receive or have access to non-public information identified as confidential or which the Contractor should reasonably understand to be confidential (the "**Confidential Information**"), including Retained Materials and Personal Information (each as defined below).

The Contractor shall use no less than reasonable care to prevent the unauthorized use or disclosure and to protect the confidentiality of the Confidential Information. The Contractor agrees that it will not disclose or use the Confidential Information except as necessary to perform its obligations under this Agreement and, in each case, solely as specifically authorized herein. The Contractor may use and disclose relevant aspects of the Confidential Information to its personnel, representatives and agents, in each case, (a) who need to know such Confidential Information and only to the extent reasonably necessary to perform its obligations or enforce its rights under this Agreement and (b) provided the Contractor (i) has enforceable agreements with such recipients requiring them to adhere to obligations to protect the Confidential Information at least as stringent as those set forth in this Section H and (ii) is responsible if they fail to do so.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

Data Privacy and Data Security

The Contractor also acknowledges that it may, in the course of performing its obligations under this Agreement, create, receive or have access to personal information (as that term, or similar terms, may be used and defined under applicable law) ("**Personal Information**"). The Contractor will comply with all applicable data privacy and data security statutes, laws, and regulations in connection with its creation, receipt, access, disclosure and use of that Personal Information. Any breach of this Section H by the Contractor or any of its personnel, representatives or agents will be grounds for immediate termination of this Agreement by Akin.

Section K. Compliance with Law, Licenses, Registrations, Accreditation

The Contractor will comply with all applicable local, state, and federal laws, including applicable employment laws and as required to maintain its legal status as an entity and conduct its operations and activities, and will comply with all applicable law, licensing, accreditation and registration requirements and standards necessary for the performance of this Agreement.

Section L. Responsible Party; Subcontracting

The Contractor shall not subcontract any of the work contemplated under this Agreement without obtaining prior written approval of Akin. The Contractor is responsible for compliance with this Agreement by all personnel or approved subcontractors.

Section M. Insurance

The Contractor, Whatcom County, is a participating member of the Washington Counties Risk Pool (WCRP). Chapter 48.62 RCW authorizes the governing body of one or more governmental entities to join together for the joint purchasing of insurance, and/or joint self-insuring, and/or joint hiring or contracting for risk management services to the same extent that they may individually purchase insurance, self-insure, or hire or contract for risk management services. An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The Pool was formed in August of 1988 when 15 counties in the state of Washington joined together by signing an Interlocal Governmental Agreement to pool their self-insured losses and jointly purchase insurance and administrative services. The Pool allows members to jointly establish a plan of self-insurance, and provides related services, such as risk management, education, and claims administration. The Pool's liability program provides coverage for general liability, public officials liability, police professional liability, employment practices liability, and automobile liability. County deductibles range from \$10,000 to \$500,000. Reinsurance is purchased in several layers up to the policy limits of \$10,000,000. Members may purchase an optional \$5,000,000 excess of \$20,000,000 layer of coverage. Allocated Loss Adjustment Expense (ALAE) is combined with losses for purposes of the Pool retention, excess insurance, and deductibles. For losses occurring in 2022, Whatcom County selected a per-occurrence deductible of \$250,000. Members make an annual contribution to fund the Pool. The Pool acquires excess and reinsurance for further protection from larger losses. For the first \$10,000,000 of coverage, the Pool acquires reinsurance. The reinsurance agreements are written with Self-Insured Retentions ("SIRs") equal to the amount of the layer of coverage below, current the Pool SIR is \$3,000,000. The other reinsurance agreements respond up to the applicable policy limits and the agreements contain aggregate limits for the maximum annual reimbursements to the Pool of \$30,000,000 (lowest reinsured layer), \$50 million, (second layer). The Pool purchases excess coverage for the additional \$10,000,000 with an aggregate limit of \$100,000,000. Since the Pool is a cooperative program, there is a joint liability among the participating members.

The Pool is fully funded by its member participants. Claims are filed directly with the Pool by members and adjusted by one of the four staff members responsible for evaluating each claim for coverage, establishing reserves and investigating claims for any risk-shared liability. The Pool does not contract with any third-party administrators for claims adjustment or loss prevention services.

Whatcom County also participates in the jointly purchased Property insurance. Property losses are covered under the WCPP to the participating counties' buildings and contents, vehicles, mobile/contractor

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 Akin 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 Akin in writing of changes in key personnel, including for the P4P Coordinator, or other issue or development that has or is expected to have a 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. If Akin identifies a violation or a performance deficiency that does not rise to the level of termination of this Agreement, Akin will provide written notice and a request for corrective action by the Contractor. The Contractor must submit a corrective action plan within thirty (30) days from the written notice from Akin, unless a shorter notice period is requested by Akin. In the case of a significant breach, however, Akin is not required to request corrective action and may immediately terminate this Agreement.

Akin 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 Akin deems the plan unsatisfactory, Akin 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

Akin may terminate the agreement immediately, without notice, in the event of a significant breach or violation of the terms of this Agreement, including with respect to confidentiality of information, or in the event that funding for the P4P Program is withdrawn, reduced, or limited.

In witness thereof, Akin and the Contractor have signed this Agreement.

**CHILDREN'S HOME SOCIETY OF
WASHINGTON dba Akin**

David Newell

David Newell (Aug 14, 2024 12:23 PDT)

Signature

Title: President and CEO

Date Aug 14, 2024

Satpal Singh Sidhu

Signature

Title: Director

Date 9/18/24

**Satpal Singh Sidhu
County Executive**

- 14) Provide opportunities for 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 and report on the training provided to Parent Allies;
- 15) Support the gathering, maintenance and reporting of Parents for Parents participants, and program information and data, as described in the P4P Start-up Guide and as required by any program evaluations that may be conducted;
- 16) Manage the budget and program finances and maintain financial records that will be provided to Akin upon request – the budget 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 Akin with monthly data reports and annual submission of the completed P4P Intake Storage Form datasheet. Information to include the following:
 - a) Information on Parent Allies working for the program;
 - b) Information on outreach, intakes, and attendance at Dependency 101 and 201 classes and meetings (if applicable);
 - c) Information on other outreach provided by Parent Allies;
 - d) Data points included in the P4P Intake Storage Spreadsheet provided by Akin.
- 18) Ensure that participation subsidies are tracked and disseminated to parents attending the Dependency 101 class and additional P4P classes, as budget allows;
- 19) Support funding efforts by Akin 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.

Akin will:

- 1) Provide the Contractor with ongoing training and technical assistance to coordinate and assist the Contractor and P4P Coordinator in meeting program requirements, and considerations for remote delivery that are consistent with the program design in the Parents for Parents Start-Up Guide and Dependency 101 curriculum;
- 2) Designate a contact to serve as the P4P contract manager, to consult and provide advice to the Consultant and P4P Coordinator regarding the Parents for Parents program;
- 3) Maintain a statewide database on Parents for Parents program data;
- 4) 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;
- 5) 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;

EXHIBIT B:
BUDGET

7/1/2024 to 6/30/2025

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.

Whatcom 1-year budget

P4P Coordinator Compensation	\$ 35,500.00
Parent Ally Team Compensation	\$ 5,000.00
Clinical Supervision	\$ 2,400.00
Program Expenses (supplies, food, meeting costs, etc.)	\$ 3,000.00
Class Participation Subsidy	\$ 4,000.00
Administration (not to exceed 15%)	\$ 8,833.00
Mileage (If applicable)	\$ 0
Total	\$ 58,733.00

EXHIBIT D:
P4P PARENT ALLY QUALIFICATIONS

- A parent with lived child welfare experience, whose dependency case has been closed;
- Satisfactory background check clearance and no criminal infractions since the case has been closed (at discretion of Contractor);
- Embraces proactive and compassionate perspective for circumstances leading to their child's involvement in the child welfare system;
- Demonstrates continued commitment to maintaining the resolution of issues that brought their family into the child welfare system (e.g., active in recovery, mental wellness, strong social support, etc.);
- Skilled in communicating effectively with families in crises;
- High self-awareness and practices self-care to effectively manage own emotions and stress to better support families;
- 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 and self-directed: able to follow directions, ask questions and learn assigned tasks;
- Effective oral and written communication skills;
- Positive attitude;
- Ability to maintain good working relationships with courts, child welfare representatives 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;
- Familiarity with basic computer applications (e.g. Microsoft Word, email, Excel) and experience with attending and hosting virtual meetings;
- Able to accept supervision and coaching.

3. P4P Classes & Resources

- Maintain a sufficient and up-to-date supply of printed and/or electronic information on resources accessible to families.

4. Dependency 101 Class

- Ensure that each Dependency 101 class is covered by a Parent Ally facilitator, a representative from each system, and additional Parent Allies as needed.
- Update Dependency 101 curriculum materials as needed.
- Ensure that all handouts for Dependency 101 classes are updated, developed, and available for each meeting. Ensure folders for all classes contain relevant handouts and are sufficient for class participants.
- Ensure folders and surveys are properly numbered.
- Maintain a system for ensuring snacks and other required materials are available for all Dependency 101 classes.
- Work with Parent Allies, court personnel, and other community partners to recruit and sign people up for the Dependency 101 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.

5. 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, through input from parents through pre- and post-Dependency 101 class surveys, and all other parent contacts with P4P.

6. Community

- Conduct 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.