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MAY 18 2021

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

Snohomish County Human Services

3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200



CONTRACT SPECIFICS	Contract Number: <u>HCS-21-80-01-018</u> Maximum Contract Amount: <u>\$140,000</u>								
	Title of Project / Service: <u>Dispute Resolution Center Filing Surcharge - Mediation Services</u>								
	Start Date: <u>01/01/2021</u> End Date: <u>12/31/2021</u> Status Determination: <u>Subrecipient</u>								
CONTRACTING ORGANIZATION	Agency Name: <u>Volunteers of America Western Washington</u>								
	Address: <u>P.O. Box 839</u>								
	City, State & Zip: <u>Everett, WA 98206</u> IRS Tax No. / EIN: <u>91-0577129</u>								
	Contact Person: <u>LaDessa Croucher</u> Unique Entity Identifier: <u>031 273 696</u>								
	Telephone: <u>425-212-3989</u> Email Address: <u>lcroucher@voaww.org</u>								
FUNDING SPECIFICS	Funding Authority: <u>SCCO 2.550</u>								
	CFDA No. & Title: <u>N/A</u>								
	Funding Specifics: <u>County Surcharge</u>								
	Federal Agency: <u>N/A</u> Federal Award ID No: <u>N/A</u> Federal Award Date: <u>N/A</u>								
COUNTY	<table border="0"> <tr> <td>Program Division</td> <td>Contact Person</td> <td>Contact Email</td> <td>Contact Phone</td> </tr> <tr> <td><u>Housing and Community Services</u></td> <td><u>Robin Hood</u></td> <td><u>robin.hood@snoco.org</u></td> <td><u>425-388-7266</u></td> </tr> </table>	Program Division	Contact Person	Contact Email	Contact Phone	<u>Housing and Community Services</u>	<u>Robin Hood</u>	<u>robin.hood@snoco.org</u>	<u>425-388-7266</u>
	Program Division	Contact Person	Contact Email	Contact Phone					
<u>Housing and Community Services</u>	<u>Robin Hood</u>	<u>robin.hood@snoco.org</u>	<u>425-388-7266</u>						

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018-014-018, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018-014-018, maintained on file at the Human Services Department:

Specific Terms and Conditions Attached as Exhibit A

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

5/18/2021

(Signature)
Chief Operating Officer
(Title)

(Date)

Lacey Harper

Digitally signed by Lacey Harper
Date: 2021.06.17 09:22:33 -07'00'

Dave Somers
Snohomish County Executive

(Date)

COUNCIL USE ONLY

Approved 6/16/2021

ECAF # 2021-0335

MOT/ORD Mot. 21-198

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

DISPUTE RESOLUTION CENTER FILING SURCHARGE MEDIATION SERVICES

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Agency shall comply with the following documents incorporated by reference:

- A. Snohomish County Human Services Department Management and Policy Memoranda, as applicable and incorporated by reference.
- B. Court Improvement Act of 1984, Chapter 7.75 RCW, and Chapter 2.550 Snohomish County Code.

II. PERFORMANCE STANDARDS

The Agency shall perform the services in accordance with the Statement of Work (Exhibit B), other policies issued by the County, and applicable local, state and federal regulations.

At a minimum, program performance will be monitored and evaluated by the assigned program coordinator based on the Annual Report. Any substantive change in Agency organizational structure, service delivery system, site change, OR enrollment level must not be made prior to receiving approval from the County.

III. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an Approved Contract Budget, Exhibit C, up to a maximum amount stated in the Contract Face Sheet or Amendment Face Sheet. The Agency shall use federal cost principles specified in OMB Uniform Guidance, as applicable.

All invoices should be submitted directly to the Fiscal Unit in the Human Services Department.

IV. ANTICIPATORY COSTS

Allowable costs under this Contract shall include costs incurred by the Agency from the beginning of the Contract period to the effective date of this Contract for activities allowable under the terms of this Contract as if this Contract had been in effect during that period; provided that all costs shall not exceed the maximum amount of this Contract.

V. REQUIRED REPORTS

The Agency shall submit required reports on or before the dates due, using forms according to procedures issued by the County. These reports and their due dates shall include, but not be limited to:

REPORT	DUE DATE
1. Monthly Expenditure Report & Request	10th of the month following month costs were incurred
2. Final Narrative Program Report	January 14, 2022

VI. OUTREACH ACTIVITIES

The Agency shall conduct outreach activities designed to ensure that eligible households, especially individuals with disabilities, or non-English speaking individuals, or households with individuals who do not have adequate access to the media, are informed of the assistance available under this program.

VII. VOLUNTEERS

The Agency shall make a reasonable effort to secure the services of volunteers and of other training or work program participants to supplement staff costs under this program.

VIII. DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such documents shall include, but not be limited to:

- A. Articles of Incorporation;
- B. Bylaws;
- C. IRS Non-profit Status Certification;
- D. Latest Agency Audit;
- E. Insurance policies required by the Contract; and
- F. Indirect Cost Agreement, when applicable.

IX. WRITTEN POLICIES AND PROCEDURES

Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such policies and procedures shall include, but not be limited to:

- A. Personnel policies;
- B. Job descriptions;
- C. Organizational chart;
- D. Travel policies;
- E. Fiscal management; and
- F. Affirmative Action Policy and Plan, including:
 - 1. Location of facilities and accessibility to target population; and
 - 2. Provision for bilingual employees or volunteers, as appropriate.

X. ADMINISTRATIVE COST ALLOCATION

Administrative costs billed to the County may not exceed the Approved Contract Budget limits in Exhibit C.

XI. APPLICABLE LAWS AND REGULATIONS

The Agency shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments, as now or hereafter amended.

EXHIBIT B

STATEMENT OF WORK

DISPUTE RESOLUTION CENTER FILING SURCHARGE MEDIATION SERVICES

I. PROGRAM DESCRIPTION

The Agency will operate a Dispute Resolution Center (DRC) as permitted by state law (Court Improvement Act of 1984, Chapter 7.75 RCW) and by Chapter 2.550 of the Snohomish County Code.

II. SCOPE OF WORK

In compliance with the terms of the Contract, the Agency shall perform the tasks and services and carry out the Project described as follows:

- A. Perform those duties as described in Chapter 7.75 RCW and as authorized by Chapter 2.550 of the Snohomish County Code (enacted by Ordinance Nos. 87-020 and 90-077), by Ordinance No. 86-123 (Approving Dispute Resolution Center Plan), and by other relevant County ordinances.
- B. Maintain standards and policies for its dispute resolution services; supervise, train and honor volunteer mediators.
- C. Maintain the offices as approved by the County in the Volunteers of America Western Washington organization dedicated to dispute resolution services; provide necessary communications and capital facilities, secure file storage, staffing, administration and related operational services.
- D. County municipalities and agencies; determine the nature of the dispute and potential opportunities for dispute resolution services.
- E. Supervise and personally perform dispute resolution services to County residents in accordance with Chapter 7.75 RCW and relevant County Code and ordinances.
- F. Schedule and conduct mediation services throughout Snohomish County as is determined to be mutually convenient to the parties in dispute.
- G. Provide advertising and related public notification describing the dispute resolution service and related referral information.
- H. Maintain policies and procedures for the smooth coordination of dispute resolution services among the agencies of the County government, the courts, County municipalities and agencies.

- I. The Agency shall submit a written summary report of Dispute Resolution Center activities to the County on or before January 14, 2022 which shall include:
 1. Caseload statistics;
 2. Relevant service description information;
 3. Progress made towards accomplishment of contract goals. For any contract goal not met, an explanation detailing the factors responsible and what actions will be taken in the upcoming year to meet the goal if funding is continued;
 4. Numbers of paid and volunteer employees; and
 5. An analysis of future mediation service needs in Snohomish County.
- J. Provide dispute resolution training to the citizens, governments, businesses and agencies of the County.
- K. Serve as a model for dispute resolution centers in other communities of the state.
- L. Provide services which serve as an alternate to the courts.
- M. Achieve the following goals:
 1. 3,500 total DRC calls:
 - a. 1,250 total DRC cases opened; and
 - b. 1,250 total DRC cases closed:
 - 1) 600 cases not utilizing services; and
 - 2) 650 cases utilizing services:
 - a) 50 cases conciliated; and
 - b) 600 cases mediated (55 – 65% settlement rate).
 2. 800 total trainees trained; and
 3. 4,100 total volunteer hours.

III. ADDITIONAL REQUIREMENTS

A. Mediation Fees. Fees will be charged on a per session basis. Sessions are two (2) to four (4) hours in length, with two (2) mediators. Participating parties usually pay an equal share of the fees, unless it is otherwise agreed upon or stated differently in a contract, parenting plan or court order. The fee is adjusted based on a sliding fee scale based on the combined income of both parties and HUD Income Guidelines.

- | | |
|--|---|
| 1. Small Claims | No charge; |
| 2. Landlord/Tenant | \$200 per session, no cost if referred through housing; |
| 3. Mobile Home | \$200 per session; |
| 4. Arbitration | \$900 per session; |
| 5. Parenting Plans/
Property Division | \$600 per session; \$75 non-refundable service fee for each party; |
| 6. Workplace | \$900 per session (up to four (4) people, \$50 each additional person); |
| 7. Neighbor | \$200 per session; |
| 8. Consumer | \$200 plus 10% of disputed amount, up to \$600 per session; |
| 9. Real Estate | \$300 per session; |
| 10. Family Law | \$600 per session; |
| 11. Parent/Teen | No charge; |
| 12. Teen/Teen | No charge; |
| 13. Group
Facilitation | \$ 900 per session; and |
| 14. Consultation | \$140 per hour plus \$50 per hour travel time for out-of- area. |

B. Training Fees. Reduced Fee applications are available for all trainings. Multiple scholarships are also available throughout the year.

- | | |
|---------------------|--------|
| 1. Basic - 40 hours | \$795; |
|---------------------|--------|

2. Family – 24 hours \$450;
3. Large Group – 16 hours \$375;
4. Mediation Practicum \$600;
5. Conflict Management in the Workplace \$240; and
6. Training Refund Policy:
 - a. Up to 15 days before class begins \$50;
 - b. 14 days and under \$100; and
 - c. 48 hours and under No Refund.

C. Cancellations. Cancelled mediations will require a \$50.00 rescheduling fee.

D. Mediation Refund Policy. Once the parties have been scheduled for a mediation, the fees will not be refunded but may be applied to future sessions.

E. Reduced fees. Reduced fees are available on a sliding scale basis for those in need who fall within the low income (up to 50% of area median income) and very low income (up to 30% of area median income) categories of the HUD Income Limits – Section 8. Fee reductions range from 21% to 45% with a minimum fee of \$100.00. A fee discount/waiver application and verification of income are required to determine the reduction. For consumer or real estate mediation where the disputed amount is less than the fee, a reduction will be determined as well.

F. Extreme Hardship Appeals. In cases of extreme hardship, appeals regarding determinations of ineligibility for a fee discount/waiver based on the fee discount/waiver application may be submitted in writing to the Dispute Resolution Center for special consideration due to extenuating circumstances. If approved, the fee schedule could be modified on an individual basis. Information regarding the availability of extreme hardship appeals will be included on the fee discount/waiver application and in any correspondence notifying an applicant of his or her ineligibility for a fee discount/waiver.

The fee schedule, reduced fee policy, and extreme hardship policy are in accordance with the requirement under Chapter 7.75 RCW that services be provided either without charge to participants or for a fee based on the applicant's ability to pay.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
DISPUTE RESOLUTION CENTER FILING SURCHARGE MEDIATION SERVICES

AGENCY NAME: Volunteers of America, Western WA
CONTRACT PERIOD: 1/1/2021 to 12/31/2021

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
County General	1/1/21 to 12/31/21	\$ 140,000		\$ 140,000
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 140,000	\$ -	\$ 140,000

MATCHING RESOURCES:

N/A

TOTAL MATCHING RESOURCES: _____

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: _____

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
Fair Housing	7/1/20-6/30/21	\$ 127,459
City of Everett CDBG	7/1/20-6/30/21	14,925
Legislative Capacity Funds	7/1/20-6/30/21	40,000
Sno County Prevention Navigation	7/1/20-6/30/21	455,501
Sno County Targeted Prevention	7/1/20-6/30/21	169,650
Access and Visitation	8/1/20-9/30/21	25,313
Island County Surcharge	1/1/21-12/31/21	11,000
TOTAL OTHER RESOURCES:		\$ 843,848

EXPENDITURES

CATEGORY	FUND SOURCE County General	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$ 60,027		\$ 60,027		\$ 490,431
Benefits	9,573		9,573		106,806
Supplies/Minor Equip.	600		600		1,730
Prof. Services			-		
Cell phone	960		960		12,836
Telephone	420		420		500
Mileage/Fares	2,000		2,000		4,678
Food	400		400		
Travel	1,600		1,600		9,780
Professional Fees	37,088		37,088		24,301
Leases/Rentals	1,000		1,000		3,868
Internet	1,200		1,200		14,800
Utilities			-		
Repairs/Maint.			-		
Client Flex Funds			-		
Client Rent			-		2,200
Printing	800		800		3,604
Dues/Subscrip.			-		1,200
Regis./Tuition			-		1,400
Machinery/Equip.	2,400		2,400		11,128
Administration			-		92,223
Indirect	17,462		17,462		7,101
Occupancy	4,000		4,000		48,496
Miscellaneous			-		
Misc. Construction			-		
Acquisition			-		
Relocation			-		
Computer Support/IT	470		470		6,766
TOTAL	\$ 140,000	\$ -	\$ 140,000	\$ -	\$ 843,848

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$ 60,027	Salaries/Wages	See Detail Salaries-Wages sheet
9,573	Benefits	Medical/dental insurance, 403B match, Employee Benefits, FICA, Unemployment Insurance, Workmens Comp Insurance
400	Food	Water, food for staff/training
1,600	Travel	Hotel, flight expense for Mediation Conference (national or regional)
1,200	Internet	Internet cost for employees working from home
600	Supplies/Minor Equip.	Office supplies
37,088	Prof. Services	Small Claims Court leads, coaches, trainers, contractors
470	IT Internet	IT support
420	Telephone	Telephone lines cell phones
2,000	Mileage/Fares	Mileage and travel; mileage reimbursement at allowable rate
1,000	Dues memberships	Dues, memberships
800	Printing	Mediation manuals, mailings, brochures
2,400	Machinery/Equip.	Computer equipment
4,000	Occupancy	Office space, electricity, gas, maintenance
960	Cell Phones	Cell Phones \$60/month
17,462	Administration	Indirect/Admin 14.25%
\$ 140,000	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Senior Director	County General	19.50%	\$ 8,208	\$ 1,601	12.00	\$ 19,207
Mediation Manager	County General	25.00%	4,593	1,148	12.00	13,780
Trainer	County General	50.00%	4,507	2,253	12.00	27,040
TOTAL:						\$ 60,027

NOTE: Above figures may reflect rounding