

Jefferson County
Board of County Commissioners
Agenda Request

To: Board of County Commissioners

From: Barbara Carr, Juvenile Court Administrator

Date: Week of April 23, 2012

Subject: Agreement for SSODA Provider Services
Thomas Sherry, Certified Sex Offender Treatment Provider

Statement of Issue:

Youth who are charged and/or convicted of sex offenses and considered for a Special Sex Offender Disposition Alternative are ordered to undergo a psychosexual evaluation to determine eligibility for the SSODA, and if granted, are ordered to undergo a full sex offender treatment program. These services are eligible for reimbursement by DSHS/JRA under our Consolidated Services Contract with them. This contract reflects our intention to use Thomas Sherry as our ongoing SSODA provider as we have in the past.

Analysis:

None

Alternatives: n/a

Fiscal Impact:

The revenue and associated expenditures are included in my 2012 budget.

Recommendation:

That the Board sign the 3 originals of this Agreement between Jefferson County and Thomas Sherry.

Approved by: 
Philip Morley, County Administrator

**Juvenile Rehabilitation Administration
Special Sex Offender Disposition Alternative (SSODA)**

11-13 Biennial Distribution*

County	ADP	FY 2012	FY 2013
Adams	1.99	23,206	23,173
Asotin/Garfield	0.09	9,023	9,023
Benton/Franklin	8.5	99,120	98,981
Chelan	0.13	9,023	9,023
Clallam	5.3	61,804	61,718
Clark	32.19	375,372	374,847
Columbia/Walla Walla	0.79	9,212	9,199
Cowlitz	4.79	55,857	55,779
Douglas	0	9,023	9,023
Ferry/Stevens/Pend Oreille	1.21	14,110	14,090
Grant	2.63	30,669	30,626
Grays Harbor	3.72	43,379	43,319
Island	1	11,661	11,645
Jefferson	1	11,661	11,645
King	17.92	208,967	208,676
Kitsap	3.1	36,150	36,099
Kittitas	0	9,023	9,023
Klickitat	0	9,023	9,023
Lewis	3.51	40,931	40,873
Lincoln	0	9,023	9,023
Mason	0	9,023	9,023
Okanogan	1.39	16,209	16,186
Pacific/Wahkiakum	0	9,023	9,023
Pierce	35.46	413,504	412,926
San Juan	0	9,023	9,023
Skagit	0	9,023	9,023
Skamania	1.33	15,509	15,488
Snohomish	9.7	113,113	112,955
Spokane	19.45	226,809	226,492
Thurston	15.08	175,850	175,604
Whatcom	3.21	37,432	37,380
Whitman	0.21	9,023	9,023
Yakima	10.91	127,223	127,045
Total Distribution	184.61	2,247,000	2,244,000

*Minimum annual allocation for small county base is \$9,023 (13 counties).
Distribution based on 12 month ADP (3/1/10 to 02/28/11).*

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is entered into by Jefferson County, 1820 Jefferson Street, Port Townsend, WA (the County) and Thomas W. Sherry, P.O. Box 437, Keyport, WA 98345 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective the date this contract is executed (defined as the date the last party to the Contract executes it) and will terminate on June 30, 2013, unless extended in a manner consistent with Section 5.2 of this Contract.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by reference.
- 2.2 The Contractor will perform the work specified in the contract in accordance with standard industry practice.
- 2.3 The Contractor will complete its work in a timely manner and in accordance with schedule agreed to by the parties.
- 2.4 Time is of the essence in the performance of the Contract
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Barbara L. Carr, Juvenile Court Administrator
Jefferson County Juvenile and Family Court
P.O. Box 1220
Port Townsend, WA 98368

Contractor Contract Representative

Thomas W. Sherry
P.O. Box 437
Keyport, WA 98345

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 Unless otherwise provided in the Contract; the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract; the County generally will pay such an invoice within 30 days of receiving it.
- 4.3 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.4 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provided otherwise.
- 4.5 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured. For the purposes of this provision, "substantial" means faithfully fulfilling the terms and conditions of the Contract with variances only for technical or minor omissions or defects.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract the Contractor will make, all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the contract. Work under a renewal, an amendment or a modification to this Contract may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability loss, expenses, damages and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof; for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the Contractor, its employees, agents or subcontractors or anyone for whose acts any of them may be liable. Provided, however, that the Contractor's obligation under this provision will not extend to injury,

sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

- 6.2 With regard to any claim against the County; its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts, it is clearly agreed and understood by the parties, hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the forgoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include but are not limited to, investigation adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employee Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Jefferson County contact person listed in Section 3 above. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** If the Contractor has contact with the public arising in connection with the Contract; the Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows: (check ONE of the following):

Not Applicable

_____ The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million Coverage will include owned, hired and non-owned automobiles.

_____ The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$250,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$500,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider or must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's legal liability or professional errors or omissions insurance, commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against what claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insured under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.

- H. The Contractor will maintain all required policies in force from the time services commence until, services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30 days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Jefferson County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Jefferson County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:
- Jefferson County Risk Manager
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Jefferson County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10 days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to : vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.

- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NON DISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS / WORKS PRODUCED

An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 14. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract; except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information. This Contract would be subject to disclosure and production under the Public Records Act, Ch. 42.56.RCW, if a copy of it was requested for inspection or purchase by a citizen or entity.

SECTION 15. CHOICE OF LAW, JURISDICTION AND VENUE

- 15.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 15.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Jefferson County, Washington.

SECTION 16. CRIMINAL HISTORY REQUIREMENTS

- 16.1 **Background Checks.** Contractor understands that the Juvenile Department is required by the State of Washington to conduct yearly background checks on individual contract service providers who will have unsupervised access, as the result of the service provider's regularly scheduled activities or work duties, to juveniles under the jurisdiction of the Juvenile Department.
- 16.2 **Disclosure of Criminal Background.** Contractor will ensure that individual service providers will not have unsupervised access to juveniles under the jurisdiction of the Juvenile Department if the service provider has been convicted on any crime noted on Exhibit C, attached and incorporated by this reference.
- 16.3 **Reporting of Conviction.** Contractor will report any conviction of service providers for any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or any violent offense as defined in RCW 9.94A.030 to the Juvenile Department within seven days of the conviction. Failure to report within seven days constitutes misconduct under Title 50.RCW.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance or waiver of any provisions of the Contract does not constitute a waiver of such provision or future performance or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successor and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as

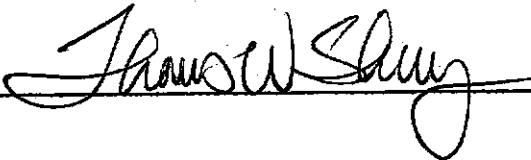
if the Contract did not contain the particular provision held to be invalid. If any provisions of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of this agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

DATED this 12th day of April, 2012

CONTRACTOR
Thomas W. Sherry



DATED this _____ day of _____, 2012

JEFFERSON COUNTY

BY: _____

Chair
Jefferson County Board of County Commissioners

Approved as to form only this

15th day of MARCH, 2012

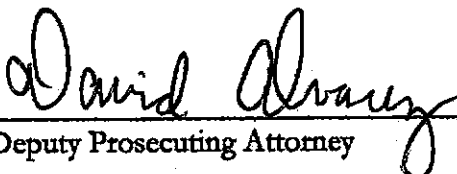

_____ Deputy Prosecuting Attorney

EXHIBIT A: DESCRIPTION OF SERVICES

Responsibilities of the Contractor

- A. Contractor agrees to maintain current licensing and certification, in accordance with WAC Chapter 246-930. Contractor shall provide copies of applicable licenses and certifications to the Jefferson County Juvenile Services Department.
- B. Upon receiving a referral from the Juvenile Services Department, the Contractor agrees to provide evaluation and treatment services of Special Sex Offender Disposition Alternative (SSODA) eligible clients in accordance with the requirement Jefferson County Juvenile Services Department and the legal requirements as stated in the Revised Code of Washington and Washington Administrative Code.
- C. Contractor agrees to submit written quarterly reports for each client, in a timely fashion, to Jefferson County Juvenile Services, P.O. Box 1220, Port Townsend, WA 98368.
- D. Contractor agrees to provide for two (2) annual polygraph exams for each client in treatment as needed.
- E. Contractor agrees to seek reimbursement from the SSODA funds only in the event the client or his/her parents or guardian do not have insurance or other medical providers who cover the cost of evaluation and treatment.
- F. Contractor agrees to not seek reimbursement from the County for evaluation and/or treatment services in excess of the rates and amount set forth in Exhibit B.

EXHIBIT B: COMPENSATION

When the County is the primary payer, payment to the Contractor shall be made at the following rates and amounts:

- Assessments \$ 1,025 ea
- Polygraph (History for Evaluation) \$ 250
- Quarterly Report Preparation \$ 90 per hour
- Individual / Family Counseling \$ 90 per hour
- Group Counseling \$ 35 per hour
- Polygraph Exams \$ 150 ea
- Other SSODA-related services if Requested by the Juvenile Department \$ 90 per hour

Payment shall not exceed Nine Thousand and Thirty Two Dollars Even (\$11,645.00) under this contract unless authorized by the County.

When the County is the co-payer, the County will only pay the difference between what the primary payer will pay and the above-noted rates/amounts.

County will not make payment to the Contractor for treatment of a client for whom the Contractor, partner, or affiliate did the assessment unless the Juvenile Department determines it is appropriate and has given prior approval. In no case will the County make payment for treatment services initiated or provided prior to sentencing.

Payments shall be made by Jefferson County to the Contractor, usually within thirty (30) days of the receipt of the correctly completed documents requesting and supporting demand for payment subject to:

1. The availability of funds disbursed by the State of Washington, Department of Social and Health Services; and / or
2. Failure of the Contractor to comply with the terms of this agreement shall give the County the right to withhold payment under this agreement.

The Contractor shall submit monthly billings to the Jefferson County Juvenile Department at P.O. Box 1220, Port Townsend, WA 98368, within fifteen (15) days following the last day of the previous month. The County reserves the right to withhold payment for any claim not submitted for payment within fifteen (15) days following the termination of this agreement.

EXHIBIT C: Continued
DISQUALIFYING CRIMES AGAINST PERSONS
As listed in RCW 43.43.830 and RCW 43.43.842

Listed below are the crimes that disqualify an applicant from appointment to a position that requires a Washington State Patrol Check. The duties and responsibilities of these positions include the requirement of unsupervised contact with youth, developmentally disabled persons or vulnerable adults. This information is taken from the DSHS form for criminal background checks for individual providers (DSHS 08-803) (06/94)

Aggravated Murder
Arson 1st Degree
Assault 1st Degree
Assault 2nd Degree
Assault 3rd Degree
Assault 4th Degree (3 years or more) *
Assault of a Child 1 Degree
Assault of a Child 2 Degree Assault of a Child 3rd Degree
Burglary 1 Degree
Child Abandonment
Child abuse or neglect (RCW 26.44.020)
Child buying or selling
Child Molestation 1st Degree
Child Molestation 2nd Degree
Child Molestation 3rd Degree
Communication w/minor for immoral purposes
Criminal Abandonment
Criminal Mistreatment 1st Degree
Criminal Mistreatment 2nd Degree
Custodial Assault
Custodial Interference 1st Degree
Custodial Interference 2nd Degree
Custodial Sexual Misconduct 1st Degree
Custodial Sexual Misconduct 2nd Degree
Endangerment with a Controlled Substance
Extortion 1st Degree
Extortion 2nd Degree
Extortion 3rd Degree
Felony Indecent Exposure
Forgery (5 years or more) *
Incest
Indecent Liberties
Kidnapping 1st Degree
Kidnapping 2nd Degree
Malicious Harassment

Manslaughter 1st Degree
Manslaughter 2nd Degree
Murder 1st Degree
Murder 2nd Degree
Patronizing a Juvenile Prostitute
Promoting Prostitution 1st Degree
Promoting Pornography
Prostitution (3 years or more) *
Rape 1st Degree
Rape 2nd Degree
Rape 3rd Degree
Rape of a Child 1st Degree
Rape of a Child 2nd Degree
Rape of a Child 3rd Degree
Robbery 1st Degree
Robbery 2nd Degree
Selling/Distributing Erotic Material to a Minor
Sexual Exploitation of a Minor
Sexual Misconduct w/a Minor 1st Degree
Sexual Misconduct w/a Minor 2nd Degree
Theft 1st Degree
Theft 2nd Degree (5 years or more) *
Theft 3rd Degree (3 years or more)*
Unlawful Imprisonment
Vehicular Homicide
Violation of Child Abuse Restraining Order

*The crimes above marked with an asterisk are not disqualifying as long as the conviction date is established to be 3 or 5 years prior to application.

DISCLOSURE OF CRIMINAL BACKGROUND

Pursuant to the requirements of Sections 4.4.3.820 to 43/43/845 of the Revised Code of Washington, we must ask you to disclose the following information. The information will be kept confidential;

1. A. Have you ever been convicted of a crime against children or other persons? (A crime against persons means a conviction of any of the following offenses: Aggravated murder; first or second degree murder; first or second degree kidnapping; first, second or third degree rape; first, second or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; child abuse or neglect as defined in RCW 26.44.020; first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second or third degree child molestation; first or second degree sexual misconduct with a minor; patronizing a juvenile prostitute; child abandonment; promoting pornography; selling or distribution erotic material to a minor, custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; felony indecent exposure; criminal abandonment; or any of these crimes as they may be renamed in the future.)

- B. Have you ever been convicted of a crime relating to financial exploitation if the victim was a vulnerable adult? (Crimes relating to financial exploitation means a conviction for first, second or third degree extortion; first, second or third degree theft; first or second degree robbery; forgery; or any of these crimes as they may be renamed in the future.)

If you answer "yes" to either par A or B of question 1, please describe and provide the following information:

<u>Date</u>	<u>State</u>	<u>Conviction</u>	<u>Sentence</u>	<u>Cause Number</u>	<u>Court</u>	<u>State ID #</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

2. A. Have you ever been found in a dependency action or domestic relations proceeding to have sexually assaulted, abused or exploited any minor, or to have physically abused a minor?

_____ Yes No

- B. Have you ever been found in any disciplinary board final decision to have sexually or physically abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult?

_____ Yes No

- C. Have you ever been found by a court in a protection proceeding to have abused or financially exploited a vulnerable adult?

_____ Yes No

If you answer "yes" to either par A or B of question 2, please describe and provide the following information:

<u>Date</u>	<u>State</u>	<u>Conviction</u>	<u>Sentence</u>	<u>Cause Number</u>	<u>Court</u>	<u>State ID #</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Jefferson County Personnel may request your fingerprints to obtain from the criminal identification system a report of your record of criminal convictions for offenses against children or other persons, crimes relating to financial exploitation of vulnerable adults, civil adjudications of child abuse, domestic relations proceedings, disciplinary board final decisions, and protection proceedings. If we contract with you before that report is available, **THE CONTINUATION OF YOUR CONTRACT WILL BE CONDITIONAL UPON THE RECEIPT OF A SATISFACTORY REPORT.**

You will be notified of the response within ten days after Jefferson County Personnel receives the report. We will make a copy of the report available to you upon request.

UNDER PENALTY OF PERJURY, I certify that the above information is true, correct and complete. I understand that if I contract with the County, I can be discharged for any misrepresentation or omission in the above statements. I also understand that if I am contracted with, my contract is conditioned on Jefferson County's receipt of a satisfactory report.

Signature: Thomas W. Sherry

Name (please print): Thomas W. Sherry

Date: 4-12-12