



# Gaston County

Gaston County  
Board of Commissioners  
www.gastongov.com

## Hope United Survivor Network

### Board Action

File #: 22-224

Commissioner Brown - Hope United Survivor Network - To Approve Jeanne Geiger Crisis Center as a Sole Source Provider for Training on the DA-LE Instrument and the DA-LE Implementation Process

#### STAFF CONTACT

Tara Joyner - Hope United Survivor Network - 704-862-6783

#### BUDGET IMPACT

No budget impact for County funds. Purchase will be with 100% federal pass through funds through Gaston County Family Justice Center (\$19,500.00).

#### BUDGET ORDINANCE IMPACT

N/A

#### BACKGROUND

Jeanne Geiger Crisis Center is the sole provider of training and technical assistance on the DA-LE instrument and the DA-LE implementation process. Jeanne Geiger Crisis Center has provided a sole source letter and sole source has been approved by Governor's Crime Commission.

#### POLICY IMPACT

N/A

#### ATTACHMENTS

Sole Source Letter from Jeanne Geiger, Sole Source Approval From GCC, and Letter of Agreement

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	AFraley	BHovis	KJohnson	TKelgher	TPhilbeck	RWortley	Vote
2022-193	06/28/2022	RW	TP	A	AB	A	A	A	A	A	U

#### DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS



April 8, 2022

Tara Joyner  
Director  
Hope United Survivor Network  
170 W. Franklin Blvd.  
Gastonia, NC 28052

Dear Ms. Joyner:

This letter serves to notify you that the Jeanne Geiger Crisis Center (JGCC) is the sole provider of all documents and other materials used during the Danger Assessment for Law Enforcement (DA-LE) implementation process with the exception of the DA-LE instrument. JGCC shares ownership of rights, title, and interests, including intellectual property rights, in and to the DA-LE instrument with Johns Hopkins University. JGCC is the sole provider of training and technical assistance on the DA-LE instrument and the DA-LE Implementation process.

4/8/22

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Kelly Dunne  
Chief Operating Officer  
Jeanne Geiger Crisis Center

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Date



## Sole Source Provider Request Form

All sole source procurements exceeding \$250,000.00 must receive prior approval from the DOJ Office of Justice Programs, supporting documentation must be submitted with form (contract and/or invoice).

Project Name: Gaston County Family Justice Center  
Project Number: 13398  
Implementing Agency: Hope United Survivor Network  
Authorizing Agency: Hope United Survivor Network  
Project Director: Stephanie Jamoullis  
E-mail Address: Stephanie.Jamoullis@gastongov.com  
Phone number: 704.689.4894  
Proposed Amount of Invoice/Contract: \$ 19,500.00

This form is submitted as a formal request to use the services of the following contractor as a Sole Source Provider.

Contractor/Vendor Name: Jeanne Gelger Crisis Center

Reason for request:

- ☐ Service provider is continuing services already engaged from previous year(s)
- ☐ Advertising & research revealed that there are no other service providers in the area (Attach details of the effort made in advertising and research)
- ☒ Other (explain below and attach additional documentation)

Jeanne Gelger Crisis Center is the sole provider of training and technical assistance on the DA-LE instrument and the DA-LE implementation process. See attached letter from provider for sole source.

Submitted by: Stephanie Jamoullis Date: 04/21/2022

GCC official use only	
<input checked="" type="checkbox"/> Approved	Reason for denial:
<input type="checkbox"/> Denied	
Date: 05/18/2022	Signature: <u>LaShanya Richardson</u>



April 6, 2022

Tara Joyner  
Director  
Hope United Survivor Network  
170 W. Franklin Blvd.  
Gastonia, NC 28052

Dear Ms. Joyner:

This letter will serve as the Agreement under which the Jeanne Geiger Crisis Center (JGCC) will provide training and technical assistance (TTA) to Gaston County, North Carolina ("the Site") to implement the Danger Assessment for Law Enforcement (DA-LE).

#### **ACCOUNTABILITIES AND DIVISION OF LABOR**

The Site will identify an Implementation Coordinator to serve as the lead point of contact for JGCC through Implementation. The Implementation Coordinator's role is to lead the implementation process. Key activities include:

- attending all technical assistance calls and trainings
- scheduling and coordinating the logistics of all technical assistance calls, trainings, etc.
- establishing ongoing communication with Gaston County partner organizations
- gathering and providing all the necessary documents and information throughout implementation

JGCC and the Site agree to immediately notify the other of any unforeseen changes, new developments, or other issues that could impact and influence this implementation.

#### **DA-LE IMPLEMENTATION OVERVIEW AND SCOPE OF WORK**

Biweekly technical assistance calls occur throughout the DA-LE implementation process. The implementation process is comprised of the following components:

##### **Project Orientation Call (*approximately 1 day of preparation and delivery*)**

- JGCC will facilitate an orientation call to review the purpose and function of the DA-LE. Attendees will review how the DA-LE will be incorporated into the domestic violence response system as well as commitments associated with the project and the implementation process.
- Attendees must include:
  - The individual identified as the Implementation Coordinator



- Leadership from all twelve (12) law enforcement agencies participating in the project
- A representative of Hope United Survivor Network
- A representative from the Gaston County District Attorney's Office

**Technical Assistance Calls (*approximately 7 days of preparation and delivery*)**

- JGCC will deliver technical assistance throughout DA-LE implementation through a series of approximately 14 bi-weekly phone calls. Topics of technical assistance will include:
  - Development of mandatory written policies/directives on DA-LE administration with each law enforcement agency
  - Development of a DA-LE high-risk intervention protocol for connect of high- risk victims to DV services
  - Customization of a DA-LE training curriculum
  - Preparation for a DA-LE Train-the-Trainer event
  - Preparation for training events for advocates, prosecutors and judges
  - Post-implementation trouble-shooting
  - Data collection and analysis
  - Retraining and sustainability
- Calls will take place throughout Implementation primarily with the Implementation Coordinator, representatives from the participating law enforcement agencies, the Hope United Survivor Network and the Gaston County DA's Office.
- JGCC will provide any associated documents/handouts as appropriate.

**Train-the-Trainer Event (*approximately 7 days preparation and delivery for two trainers*)**

- Two JGCC trainers will deliver a customized, virtual Train-the-Trainer event that will take place over the course of 2-3 days. The training event will prepare designated law enforcement trainers to deliver the DA-LE training to officers/deputies.
- JGCC will provide a customized Train-the-Trainer Curriculum. Attendees must include the Implementation Coordinator, all Law Enforcement designated trainers and law enforcement leadership.

\*JGCC trainers may be able to co-train with officers/deputies for an additional charge, depending on training format chosen.

**Training for Advocates (*1 day of preparation and delivery*)**

- JGCC will deliver a customized, virtual training for advocates that will provide an overview of the DA-LE and prepare advocates to begin receiving the DA-LE.



#### **Training for Prosecutors (*1 day of preparation and delivery*)**

- JGCC will deliver a customized, virtual training for prosecutors that will provide an overview of risk assessment and the DA-LE; the research supporting the DA-LE; and how prosecutors will receive the DA-LE prior to first appearance. The training is designed to be a co-training with a JGCC trainer and a prosecutor from the DA's Office.

#### **Training for Judges (*1 day of preparation and delivery*)**

- JGCC will deliver a customized, virtual training for judges that will provide an overview of risk assessment and the DA-LE; the research supporting the DA-LE; and how judges will receive the DA-LE at first appearance. The training is designed to be a co-training with a JGCC trainer and a prosecutor from the DA's Office.

#### **TERM OF AGREEMENT**

This Agreement shall commence on the date of signing and shall terminate after 6 months unless terminated or extended by the parties in accordance with the terms of this Agreement.

#### **COSTS AND PAYMENT SCHEDULE**

The estimated fee for this implementation (25-30 days @ \$650/per day) is \$16,250-\$19,500. In the event of unforeseeable delays beyond JGCC's control, JGCC reserves the right to provide a revised scope of work and costs.

JGCC requires that following implementation, the participating law enforcement agencies provide monthly data to JGCC regarding DA-LE administration. JGCC will provide the Site with forms and tools to help gather and track data.

JGCC will provide the Site with monthly invoices for work completed. All invoices shall be paid within thirty (30) days.

#### **TERMINATION**

This Agreement may be terminated by either party upon delivery of thirty (30) days written notice to the other party, or immediately by JGCC if any invoices remain unpaid for more than forty-five (45) days. This agreement may be terminated by JGCC if any unresolvable barriers to implementation are discovered or if the Site or its partners are not engaged in the process or committed to the outcome. In the case of a lack of engagement or commitment, JGCC will provide written notice of its intent to cancel and thirty (30) days to resolve.



In the event of termination, JGCC will be reimbursed for fees and expenses incurred up to the date of termination in accordance with this Agreement, which shall be immediately due and payable by the Site.

#### **INDEPENDENT CONTRACTOR**

It is the express intention of all parties that JGCC is an independent consultant/contractor under this Agreement and not an employee, agent, or partner of the Site or its partners. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of an employer and employee. The parties acknowledge that JGCC is not an employee for state and federal tax purposes.

#### **DA-LE ACKNOWLEDGEMENT AND AUTHORIZATION OF USE FORM**

Upon completion of the implementation process, all participating law enforcement agencies will provide a signed DA-LE Acknowledgement and Authorization of Use Form (attached hereto as Addendum A). The Site agrees that it will not begin use of the DA-LE until the signed Forms are provided to JGCC.

#### **PROPRIETARY INFORMATION**

JGCC is the owner of rights, title, and interests, including intellectual property rights, in and to all information and materials proprietary to JGCC that it provides to the Site and its partners. Proprietary information and materials include all processes, methods, systems, forms, risk assessment instruments, trainings, trade secrets, know-how, data, internet domain names, and any other proprietary rights, as well as all registrations, enhancements, derivative works, translations, or improvements thereof, and all applications therefor, whether reduced to writing.

The site agrees that (a) it will not at any time disclose to any person, or use for its own benefit or the benefit of any third party, proprietary information without prior written consent of JGCC, and (b) it will disclose proprietary information only to those employees or contractors who either have a need-to-know the information contained in the proprietary information in the performance of their duties associated with the rights and obligations under this Agreement, and (c) have agreed in writing to protect the information contained in the proprietary information on terms at least as restrictive as those set forth herein.

#### **CONFIDENTIALITY**

JGCC shall not disclose or share proprietary information or materials it receives during DA-LE implementation with any person or organization other than as necessary to implement and administer the DA-LE.



## **INDEMNIFICATION**

To the extent allowable, the parties hereby agree to indemnify and hold harmless the other against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") by any third party as a result of or related to (i) any breach by the indemnifying party of any term, representation, or warranty of this Agreement, or (ii) any gross negligence or willful misconduct of the indemnifying party; provided that JGCC's obligations and liability shall not exceed the aggregate value of the payments actually received by JGCC hereunder. Additionally, the Site will indemnify JGCC against any Losses arising out of JGCC's performance of the Services, other than Losses arising out of JGCC's gross negligence, willful misconduct, or willful breach of this Agreement. The indemnifying party shall be given prompt notice of any such claim and shall have the opportunity to defend the claim.

## **ENTIRE AGREEMENT**

This Agreement, including any attachments, constitutes the entire agreement and understanding between the parties concerning this subject and as of its date, cancels, terminates, and supersedes all prior written and oral understandings, agreements, proposals, promises, and representations of the parties respecting any of the subject matter contained herein. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a competent jurisdiction, then that provision will be fully severable, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement can be amended if, and only if, such amendment is in writing and is signed by each party.

## **GOVERNING LAW**

This Agreement is governed by and is to be interpreted and enforced in accordance with, the Laws of the State of North Carolina without giving effect to any choice of law or conflict of laws rules or provisions.





## ACCEPTANCE

Your signature below indicates acceptance of this proposal and its terms and forms an agreement between JGCC and the Site.

*Kelly Dunne*

4/5/22

Kelly Dunne  
Chief Operating Officer  
Jeanne Geiger Crisis Center

Date

*Tara Joyner*

Tara Joyner, Director  
Hope United Survivor Network

05/24/2022  
Date