

AGREEMENT FOR TRANSITIONAL SERVICES
Yamhill County Department of Community Justice
(Yamhill County and A New Leaf Women's Transitional Program, LLC)

THIS AGREEMENT ("Agreement") is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon (referred to as "" in this Agreement) and **A New Leaf Women's Transitional Program, LLC**, an Oregon limited liability company, located at 1023 Limelight Ave, NW, Salem, OR 97304 (referred to as "Consultant" in this Agreement) for performance of transitional services with the County.

- A. County has funds available to retain a qualified consultant to provide transitional services to female offenders in County; and
- B. Consultant has the skills, experience and proper insurance coverage to provide transitional services to female offenders in County; and
- C. County and Consultant desire to work together to have consultant provide transitional services to female offenders in County and Consultant and County desire to enter into this Agreement for Consultant to perform the transitional services described herein. NOW, THEREFORE,

AGREEMENT: In consideration of the mutual covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, County and Consultant hereby agree as follows:

- 1. **Scope of work.** The Consultant will perform those services identified in Exhibit A, which is attached hereto and incorporated herein by reference (the "Services"), to assist the County.
- 2. **Agreement performed at Consultant's expense.** The Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Services. Consultant and County acknowledge and agree that Consultant may perform certain Services at County offices.
- 3. **Term and Renewal.** The Consultant will commence providing the Services as soon as reasonably practicable after this Agreement is approved by County. The initial term of this Agreement is from December 1, 2018 to June 30, 2019. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein unless modified in a writing signed by both parties or terminated in accordance with Section 16 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.
- 4. **Compensation.** The Consultant agrees to perform the Services as detailed in the Scope of Work in Exhibit A at the rate of \$25.00 per hour. The County will not pay more than \$12,000.00 during any single term or renewal term for Services performed by the Consultant under this Agreement without a written change order signed by both parties. Payment will be made on a monthly basis within 15 days of County's receipt, review and approval of the Consultant's invoice identifying the Services performed and the time spent performing the Services.

5. **Incorporation of statutory provisions required for public contracts.** The Consultant certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.

6. **Workers' compensation.** The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

7. **Independent Contractor.** Consultant is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

- a. Consultant will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Consultant.
- b. As an independent contractor, Consultant acknowledges and agrees that Consultant is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Consultant include vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except insofar as any such benefits are otherwise required by law.
- c. Consultant is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Consultant has the assistance of other persons in the performance of this Agreement, Consultant will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

8. **Insurance.** Consultant, at its own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- a. Workers' Compensation Insurance in compliance with statutory requirements;
- b. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- c. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
- d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with

respect to Consultant's vehicles, whether owned, hired, or non-owned, assigned to, or used by Consultant in connection with the Services;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request Consultant shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

9. **Confidentiality.** Consultant acknowledges that Consultant may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, including alcohol and drug abuse treatment records, or (iv) information identified as confidential in a separate writing, that becomes available to Consultant in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information are also deemed Confidential Information. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of Consultant's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Consultant agrees that, upon termination of this Agreement or at County's request, Consultant will turn over to County all documents, papers and other matter in Consultant's possession that embody Confidential Information.

10. **Rules and Regulations; Compliance with Laws.** County and Consultant shall comply with the rules and regulations of County, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to Consultant's performance of Services under this Agreement as they may be adopted, amended or repealed from time to time. The Consultant certifies, under penalty of perjury, that the Consultant's Company is not in violation of any Oregon tax laws and further agrees that Consultant has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

11. **Status of the Project Supervisor.** Jessica Beach, Director of the Department of Community Justice shall be the project supervisor for County for this Agreement (the "Supervisor"). The Supervisor or her designee shall decide questions that arise in the execution of the Scope of Work.

12. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement, no contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work to which employment relates.

13. **Indemnification.** Consultant shall indemnify, defend and save harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, arising from the wrongful or negligent acts, errors or omissions of Consultant and those whom the Consultant is legally liable under this Agreement.

14. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Consultant of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of County to thereafter enforce each and every provision.

15. **Ownership of documents.** All documents prepared or furnished by Consultant or its subcontractors, pursuant to this Agreement are instruments of service. As such, County shall retain ownership and property interest in all associated documents subject to the Consultant's ability to make and retain copies of similar documents for information and reference. Any reuse by Consultant will require written authorization by the County. The County, in turn, agrees that any reuse by the County of any document prepared under this Agreement shall be at the County's own risk.

16. **Termination.** County or Consultant may terminate this Agreement, in whole or in part, by giving ten (10) days written notice, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Additionally, either party may terminate this Agreement without cause on thirty (30) days written notice to the other party. The parties further agree that upon termination the Consultant shall be paid for all its services and expenses incurred in the delivery of the Services up to the date of termination.

17. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

18. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service, or its successor, in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement

part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

19. **Attorney fees and costs.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

20. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, collectively "claim", between County and Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Consultant, BY EXECUTION OF THIS AGREEMENT CONSULTANT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This provision shall survive any termination of this Agreement.

21. **Subcontractors bound.** Consultant covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Consultant shall include any and all Subcontractor(s) ad infinitum.

22. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

23. **Successors bound.** This Agreement may be assigned only with the written, mutual consent of the parties. If assigned, this Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

24. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

A NEW LEAF WOMEN'S
TRANSITIONAL PROGRAM, LLC

YAMHILL COUNTY, OREGON

Deborah L. Clepper
Title: OWNER

Mary Starrett
MARY STARRETT, Chair

Date: 11/30/18

Date: 12-6-18

Fed Tax I.D. No. 553860786

Jessica Beach
JESSICA BEACH, Director
Department of Community Justice
Date: 11/30/18

APPROVED AS TO FORM:

By: Christian Boenisch

CHRISTIAN BOENISCH
County Counsel

AGREEMENT

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Accepted by Yamhill County
Board of Commissioners on

12/6/18

by Board Order

18-435

Exhibit A - Scope of Work

Scope of Work: The Consultant will provide the following services:

Purpose. Under this Agreement, Contractor shall provide pre-release transitional services and post-release re-entry and mentoring services for female offenders in Yamhill County ("Offenders"). Pre-release services shall occur at Coffee Creek Correctional Facility ("CCCF") and post-release services shall occur within the community, which may include at the Agency's Yamhill County Department of Community Justice Office. Contractor shall provide occasional (an average of one or two times a month) transport of newly released offenders, from CCCF to Yamhill County.

Description of Work and Delivery Schedule. Contractor shall provide services to Offenders referred to Contractor by Agency, as described below. Contractor shall:

1. Reduce Offender's anti-social thoughts and skill deficits by using a behavioral "best practices" approach that includes, but is not limited to, modeling, rehearsing, and rewarding.
2. Provide transitional and mentoring services for at least one and up to ten Offenders at any given time.
3. Coordinate Services to support the needs of the Offenders including but not limited to: removing barriers for re-entry to the community; recovery support; and/or referrals for needed services such as food, health, employment, housing, childcare, parenting, education, social services and collaborate with other governmental agencies as needed.
4. Maintain Offender file records and provide weekly attendance records and statistics including but not limited to:
 - a. Offender name.
 - b. Time, date, location and length of meetings.
 - c. A detailed description of Services provided by Contractor, including assessment results.
 - d. Other information as requested by Agency.
5. Develop and implement a process that utilizes pre, mid, and post assessments using TCU Criminal Thinking Scales, URICA or similar Agency-approved assessment methods to measure needs and responsivity issues of the Offender.
6. Develop individual case plans based on an Offender's risk and needs gathered from Contractor-conducted assessments as well as referral information provided by Agency.
7. Meet with Agency and discuss Offender's transition status and progress made. Meetings shall be held at the Linn County Community Corrections Office or Coffee Creek Correctional Facility at times and dates as approved by Agency.
8. Provide communication between Agency and Contractor via email, telephone, or in person
9. These services will be provided at the rate of no more than \$25.00 per hour.
10. There will be no travel expenses related to this work, but travel time may be included as work time.
11. The Consultant shall submit monthly invoices detailing the kind and hours of services provided each month.