



CHRISTINA MCMAHAN
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Maple Star Oregon, Inc. for the
Emergency Shelter Care Services**

Purpose/Outcome	Approval of a contract with Maple Star Oregon, Inc., to provide emergency shelter care services to the County.
Dollar Amount and Fiscal Impact	Contract total value of \$290,300.00 and is a budgeted expense.
Funding Source	260-7707-00-431590
Duration	Contract signing until December 31, 2025
Previous Board Action/Review	1/12/2021 Policy Session with Board
Strategic Plan Alignment	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete supervision, and stop committing offenses. Ensure each youth receives the appropriate level of supervision and support to achieve this outcome. 2. Ensure safe, healthy and secure communities.
Counsel Review	12/16/2020, AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Ed Jones, Administrative Services Manager, 503-650-3169
Contract No.	3311

Background:

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

CCJD supports a system of early intervention and intervention that addresses a youth's risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement.

Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

The overall goal of Emergency Shelter Care is to divert youth from detention beds when they can be safely placed in this temporary residential setting while safety planning and communication transpires with family members and providers.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on May 19, 2020. Proposals were opened on June 17, 2020. The County received two (2) Proposals: Maple Star Oregon, Inc and Boys and Girls Aid Society of Oregon. An evaluation committee of four Juvenile personnel scored all proposals and confirmed their capability of performance. Both vendors were chosen and awarded the contract to provide service through December 31, 2025.

Recommendation:

Staff respectfully recommends that the Board approve and execute the contract with Maple Star Oregon, Inc., for the Emergency Shelter Care Services Project.

Sincerely,


Christina McMahon
Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3311**

This Personal Services Contract (this “Contract”) is entered into between **Maple Star Oregon, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Juvenile Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Emergency Shelter Care (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed **fifty six thousand nine hundred forty dollars (\$56,940.00)** and a total contract value sum not to exceed **two hundred ninety thousand three hundred dollars (\$290,300.00)**, for accomplishing the Work required by this Contract. The County agrees to pay Contractor a rate of \$156.00 per night for 1 guaranteed bed, regardless of utilization of the guaranteed bed, which equals \$56,940 annually, and \$156.00 per night per bed for any additional bed(s) when used. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices the number of days in the month for Work performed. Invoices shall describe all Work performed with particularity, either guaranteed bed or additional bed(s), by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Ed Jones at EJones@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor	County
Administrator: Chelsey Wikman Phone: 971-409-2308 Email: Chelsey.wikman@pathways.com	Administrator: Ed Jones Phone: 503-650-3169 Email: EJones@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and 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 by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, 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.

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Maple Star Oregon, Inc.

Clackamas County

Chelsey Wikman 12/8/2020
 Authorized Signature Date

 Chair Date

Chelsey Wikman, Regional Director
 Name / Title (Printed)

 Recording Secretary

643581-88
 Oregon Business Registry #

Approved as to Form:

DNP/Oregon
 Entity Type / State of Formation

[Signature] 12/16/2020
 County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor will provide one (1) guaranteed Emergency Shelter Care (“ESC”) service bed for Clackamas County youth who are referred by the County staff and, if available, will provide additional ESC services bed(s) for Clackamas County youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. If the Contractor refuses a youth for an open dedicated emergency shelter bed, the County may, in addition to any other remedy available to it at law, in equity, or under this Contract, reduce the Contractor’s monthly payment by the number of days the a dedicated bed was utilized due to the Contractor’s refusal.

Contractor’s Work Components, Standards, –and Other Requirements. Contractor shall:

1. Provide immediately for either male or female youth, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan for Clackamas County youth who are referred by CCJD staff.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.

4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.

5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation
 - ii. Conflict Diffusion
 - i. Trauma Informed Care
 - ii. Commercial Sexual Exploitation of Children (CSEC)
 - iii. Fire-setting youth
 - iv. Sex offending youth
 - v. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - vi. Continuing Education Units as required by DHS Certification and licensing standards
 - vii. Other training(s) as may be designated by CCJD
 - d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

Additional Requirements:

1. **Culturally, gender, and sexual orientation responsive services.** Cultural, gender diverse, and sexual orientation responsive services provided by Contractor shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.
 - Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
 - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
 - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
 - Helping youth to recognize the relationships between various value systems.
 - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. **Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Contractor shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:
 - Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
 - Reunification plans.

- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Contractor shall notify the County's contract administrator by telephone as soon as possible, or within the same working day, of a critical incident of a sensitive topic. If the incident or sensitive topic occurs after normal business hours, or on a holiday or weekend, Contractor shall contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Contractor shall have existing processes and procedures in place for quality assurance of its program to perform the Work. Contractor shall ensure it has, and continues to maintain, sufficient resources to accurately monitor and track reliable measures of program implementation and delivery of services provided under this Contractor. Contractor shall comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. Contractor shall respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

EXHIBIT B
RFP# 2020-42
EMERGENCY SHELTER CARE
Issued May 19, 2020



REQUEST FOR PROPOSALS #2020-42

FOR

EMERGENCY SHELTER CARE SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Chief Procurement Officer**

**Tralee Whitley
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 17, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	May 19, 2020
Protest of Specifications Deadline.....	May 26, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	June 10, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 17, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 17, 2020** (“Closing”), to provide Emergency Shelter Care Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-42-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at twhitley@clackamas.us or via phone at 503-742-5453.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County on behalf of Clackamas County Juvenile Department (“CCJD”) is seeking proposals from qualified programs and organizations to provide Emergency Shelter Care (“ESC”) services for youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. CCJD currently has funding for up to two (2) youth per day, who reside in Clackamas County and are involved with CCJD. Contracts resulting from this Request for Proposals may be amended to account for changes in the number of placements that CCJD is willing and able to purchase. Preference will be given to organizations that can provide ESC in the form of foster homes in the Portland Metropolitan Area. Additional preference will be given to those organizations that can provide ESC in the form of foster homes within Clackamas County. Through this RFP the County may award contracts to multiple organizations.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

CCJD supports a system of early intervention and intervention that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

CCJD is dedicated to providing developmentally appropriate intervention, services, and supervision that align with the following objectives of the CCJD’s Strategic Business Plan. Specifically:

- Parents and guardians will report they feel respected and included in their child’s involvement with the Juvenile Department
- Youth participating in Juvenile Department programming will report they are respected and involved in their reformation

Public Safety-Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety.

Community and Prevention - the Juvenile Department and our community partners will share common goals for the prevention of youth crime, and the reformation of those youth who do commit crime.

Accountability - provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused.

Reformation - provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community.

Assessment - provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services.

Family Engagement - parents and guardians who have children involved with the Juvenile Department will be engaged as partners in their child's reformation.

3.3. SCOPE OF WORK

The outcome of this RFP process is to secure a skilled provider(s) who can provide Emergency Shelter Care services for youth in Clackamas County

3.3.1. Provider Goals:

The overall program goal is to secure providers of Emergency Shelter Care (ESC) for youth in Clackamas County as an immediate, short-term respite of care. The provider will demonstrate a history of, and have the ability to, provide a safe, predictable home-like short-term foster care placement. The provider will facilitate continuity with education and pre-existing medical/counseling appointments and create a reunification plan with the family including new strategies to address issues in the home. This provider will be responsible for furnishing adequate structure and supervision day and night.

- **Family First:** The family drives the plan.
 - We respect and honor youth and family voice and guarantee safety for its expression throughout the process.
 - We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs.
 - We are committed to culturally sensitive behavior toward the youth and family throughout the process.
 - We understand that building trust with youth and families is our job.
 - We protect youth and families by honoring confidentiality.
- **Engagement and Motivation:** We help families discover what will work for them
 - We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?).
 - If a family is not engaging we ask ourselves what we can do differently.
 - We stay balanced and avoid taking sides between the youth family members.
 - Transition meeting back home to reunify youth with family.
- **Effective Collaboration:** As partners we take care of each other
 - We help each other.
 - We clearly understand our roles and honor boundaries.
 - We listen for understanding and speak truthfully to each other.
 - We keep our commitments.
 - Keep youth from unnecessarily penetrating further into the Juvenile Justice System.
 - Provide opportunities for victims to be heard and participate in the process, if desired.
 - Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service.
 - Use culturally-relevant services (including language).

The provider(s) selected for this program will provide all direct service delivery.

3.3.2. Service Components:

1. Provide immediately, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.
4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.
5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation

- ii. Conflict Diffusion
 - iii. Trauma Informed Care
 - iv. Commercial Sexual Exploitation of Children (CSEC)
 - v. Fire-setting youth
 - vi. Sex offending youth
 - vii. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - viii. Continuing Education Units as required by DHS Certification and licensing standards
 - ix. Other training(s) as may be designated by CCJD
- d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

3.3.3. Additional Requirements:

1. Culturally, gender, and sexual orientation responsive services. Cultural, gender diverse, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.

- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
- Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
- Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
- Helping youth to recognize the relationships between various value systems.
- Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:

- Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
- Reunification plans.
- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Provider shall notify the CCJD Supervisor overseeing this contract by telephone as soon as possible or within the same working day of a critical incident

of a sensitive topic. If the incident or sensitive topic occurs after normal business hours or on a holiday or weekend, contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

3.3.4. Budget and Fees:

Depending on program costs, program need, funding priorities and funding availability, the estimated maximum amount of the contract resulting from this RFP is \$116,120 per year over five (5) years for an estimated total contract value of \$580,600. This is a time and materials contract based on the rates provided by the awarded proposer, with an overall not to exceed budget amount.

3.3.5. Term of Contract:

The term of the contract shall be from the effective date through **June 20, 2025**.

3.3.6 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Service Delivery	0-30
Demonstration of Ability to Provide Services	0-30
Cultural and Gender Responsivity	0-25
Staff Descriptions and Qualifications	0-15
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposals must be printed, computer generated or typewritten, double spaced in 12 font text on 8.5” x 11” paper. In support of the CCJD’s sustainability goals regarding environmental impact and the disposal of paper, it is CCJD’s preference that proposals be printed on both sides of paper. The maximum total pages to be submitted is **20 pages single sided or 10 pages front and back.**

Provide the following information in the order in which it appears below:

5.2. Service Delivery (30 Points):

- Explain how your agency proposes to deliver the services described in Section 3.3.2 Service Components. Include in your description, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.
- All proposals submitted must include a description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.
- Provide information on your phone screening process, transportation services from the CCJD Juvenile Intake and Assessment Center (“JIAC”), and acceptance criteria. Give specific examples of intake screening questions you will use when screening youth for Emergency Shelter Care and specific criteria on how decisions will be made for placement.
- Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.
- Describe how you tailor your organization’s services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

5.3. Demonstration of Ability to Provide Services (30 Points):

- Describe how long your agency/organization has been delivering these services.
- Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes,

and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

- What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?
- Describe your ability to meet the transportation needs of youth in the program, including from the JIAC, school, and persisting appointments. What is your estimated response time for pick up from the JIAC upon referral?
- If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.
- If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services at those agencies with their notification process.

5.4. Cultural and Gender Responsivity (25 Points):

- Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (“LGBTQ”) youth and families.
- Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.
- Describe how you promote equity, diversity, and inclusion in your programming and staffing.
- Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

5.5. Staff Descriptions and Qualifications (15 Points):

- Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.
- Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.
- Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.
- Describe any training provided to staff to strengthen skills and personal development.

5.6. Budget and Fees

1. Provide a program budget that includes the County’s total cost for Proposer to provide the Program (“Budget”). If the Proposer will supplement non-County Program costs with non-County revenue, the Proposer shall note on the Budget both the amount and source(s) of such revenue. The Budget shall categorize all Program costs into the following three line items:
 - a. Staffing Costs
 - b. Miscellaneous Costs
 - c. Administrative/Indirect Costs
2. Provide a proposed per day, per youth fee* for foster home placement settings and a rate for congregate care setting (should congregate care placement be approved by CCJD).

*The per youth fee structure may be changed to a different fee structure during contract negotiations at the County's sole discretion.

5.7. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Evaluation Committee members may contact references at their sole discretion.

5.8. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP# 2020-42 Emergency Shelter Care Services

Submitted by: Maple Star Oregon, Inc, Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i)** That the Proposer is legally qualified to contract with the County.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 643581-88

Contractor's Authorized Representative:

Signature:	<u><i>Chelsey Wikman</i></u>	Date:	<u>6/12/2020</u>
Name:	<u>Chelsey Wikman</u>	Title:	<u>Regional Director</u>
Firm:	<u>Maple Star Oregon, Inc</u>		
Address:	<u>825 NE 20th Ave, Ste 140</u>		
City/State/Zip:	<u>Portland, OR 97232</u>	Phone:	<u>(971) 409-2308</u>
e-mail:	<u>Chelsey.wikman@pathways.com</u>	Fax:	<u>503-290-1924</u>

Contract Manager:

Name	<u>Chelsey Wikman</u>	Title:	<u>Regional Director</u>
Phone number:	<u>971-409-2308</u>		
Email Address:	<u>Chelsey.wikman@pathways.com</u>		

**EXHIBIT C
VENDOR'S PROPOSAL**

5.2. Service Delivery

Explain how your agency proposes to deliver the services described in Section 3.3.2 Service Components. Include in your description, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.

Maple Star Oregon intends to provide a designated licensed foster home to provide one guaranteed youth placement, with flexibility to place the second youth from Clackamas County Juvenile Department (CCJD) in that home or in another licensed home that is appropriate. These placements will be with a highly trained foster parent in the least restrictive possible community-based setting. The placement will ensure appropriate structure and supervision for the individual needs of the youth in care. Maple Star is agile in our ability to take emergency referrals and provide same day intakes as needed. Maple Star Foster Parents and/or Foster Care Coordinators (FCCs) will transport the youth being placed in the home from the Juvenile Intake and Assessment Center (JIAC) to the community foster home. This plan can be adjusted upon agreement between CCJD, Maple Star, as well as the youth and their family, dependent upon the individual placement coordination needs.

Maple Star will formally document at intake the current information related to physical, mental, and behavioral health care including service appointments and medication disbursement. In addition, Maple Star will document current triggers, barriers, successes, pertinent historical trauma information, educational details, and any other significant information related to placement safety or coordination including contact information of all service team and family members, court related information or CCJD requirements to ensure we support compliance with any expectations. The specific transition resource, requirements for transition, and expected transition date, as well as transition related needs will also be documented. This Crisis/Reunification Plan will be provided to CCJD, the family, and approved natural supports within two business days.

Maple Star uses a combination of promising and evidence-based practices in all aspects of service delivery and family engagement including Collaborative Problem Solving (CPS), Trust Based Relational Intervention (TBRI) and Non-Violent Crisis Intervention from the Crisis Prevention Institute. We are a hands-off

program committed to utilizing proactive skill building and trauma informed interventions that do not include holds or seclusions. Maple Star documents all significant interventions and behavior in formal documented Incident Reports. When incidents arise that require notification, immediate phone/text/email communication is provided to the family and CCJD, followed up with a written report within one business day.

Maple Star's Foster Care Supervisor, Brandi Ware, has over twenty years of experience working with youth and families and provides high quality direct supervision to FCCs and supports the oversight and certification of all Foster Parents.

Maple Star's FCC directly provides trauma informed services, case management, written Crisis and/or Reunification Plans, incident reports, and on call support to foster families. FCCs are available 24/7 to help support Foster Parents and youth in care. Maple Star's Foster Parents provide a trauma informed, hygienic home like environment, nutritious and culturally appropriate meals, recreation opportunities, and access to prosocial activities, as well as coordination and transportation for community services, restitution, or other court ordered activities. The ultimate goal of these services is to help the youth improve their functioning while developing positive pro-social behaviors and engagement with community supports. Specific supervision requirements are directly related to the community safety and risk assessments, historical factors, and current needs per CCJD and probation requirements. Individual supervision plans at the onset of placement will be determined by the CCJD Juvenile Counselor. The service team will discuss and identify planning related to transportation requirements, unsupervised community time, contact with family and natural supports, social media use, and other supervision related details during intake, and will be documented in the Crisis/Reunification Plan. Maple Star understands the need to develop therapeutic rapport and encourages engagement with the child coming into care. We emphasize the importance of being safe while navigating the community in order to develop the skills necessary to successfully transition out of care, and promote stability without the formal structure of Emergency Shelter Care Services.

Structure of the daily schedule of a child in care will be determined by their current needs with an emphasis on maintaining as many existing services and natural supports as possible. The school they are attending, as well as other community provider relationships will be maintained whenever possible and appropriate. We also maintain existing or established participation in pro social activities, religious and cultural events, or employment scheduling. Our community-based approach emphasizes the importance of maintaining supportive aspects of current structure in place to promote success upon discharge, rather than temporarily disengage from the existing structure and routine.

Our foster parents communicate directly with existing and established community service providers, family, and CCJD staff to ensure clarity, and open communication during Emergency Shelter Care Services. Our model emphasizes a strong, open, direct relationship between CCJD staff, families, and our foster parents. Our experience has shown that this is critical to ensuring clarity related to critical information. Maple Star understands that the quality of foster parents, including ongoing training and skill development, is a critical component of achieving a successful transition.

All proposals submitted must include a description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.

Maple Star has a history of and the ability to provide a safe, predictable home-like short-term foster care placement. The overall program goals outlined in the RFP, including Family First, Engagement and Motivation, and Effective Collaboration, align with Maple Star's goals. In our experience providing similar services, putting the family first and having them drive the plan is crucial in order to effectively care for a youth in emergency shelter, and promote a successful transition. Fundamentally, families need to be involved both formally and informally to build trusting relationships with foster parents and Maple Star staff, in order to actively support the treatment of their child while out of home. The parent's perspective and voice are critical in terms of identifying lagging skills, understanding patterns of behavior, and expectations for a successful transition home upon discharge. Maple Star's role is to make sure they are educated and comfortable with the policies and procedures related to our services, provided with copies of intake documentation, and communicated

with consistently throughout placement as appropriate. Family involvement in placement and reunification planning is important to a successful transition.

Informally, Maple Star promotes ongoing communication between foster parent, FCC, and family, unless circumstances prohibit contact as dictated by CCJD. The role of the family can vary based upon guardianship and history; however, Maple Star understands the importance of promoting family connections as appropriate to the current relationship. Historically, we have seen that children referred for out of home placements through delinquency have repair work to do with their family. Maple Star seeks to help youth in care develop the skills they need to feel empowered to communicate in an open and effective manner with their family.

Family engagement and motivation requires effective strategies to help families engage in the process of identifying new strategies. In our experience, families are more open to trying new strategies when they can see the positive impacts of our services on the youth's behavior and skill development. We are flexible in working with families and strive to meet them where they are in order for them to feel more comfortable and empowered to work with us. In order to successfully engage families, they need to have a voice in coordination of placement activities and receive up to date information. Maple Star understands there may be times in which communication related to concerns regarding transition home may be sensitive and not appropriate to share with the family or transition resource, and these communications will be shared between Maple Star and CCJD so CCJD can navigate those concerns or barriers as needed. Families can expect to receive communication from the foster parent and staff throughout the placement related to progress, concerns, and successful interventions, which will also increase the family's skills to support their child upon return. We will promote as much engagement as is appropriate and the family is willing to participate in. While we provide short-term out of home placements, we promote the continuity of family engagement and involvement as a primary focus, and work to ensure that we have removed as many barriers as possible, and encourage participation whenever appropriate. We value strengthening the family structure, as our services are temporary, and ultimately the family will remain as the primary support moving forward. Open

communication between foster parents, Maple Star staff, and families is established during the referral and placement process, and continued throughout services, discharge, and transition.

Effective collaboration is a critical component of these services, as they are short term in nature. Maple Star will provide transparency related to our observations of youth and family interactions in order to help CCJD case plan, and provide recommendations for additional community-based services. Maple Star will support family communication and visits as approved and appropriate. Open communication among CCJD, family or natural supports, and Maple Star will be fundamental to a successful placement. It is crucial to have open and consistent dialogue so that all parties are aware of current information related to placement and supervision structure, community services, and transition planning. Maple Star will coordinate scheduling, transportation, and ensure that while in placement children meet expectations for existing services, including court ordered services. Existing services and educational needs will be discussed at intake documented in the Crisis/Reunification Plan.

Provide information on your phone screening process, transportation services from the CCJD Juvenile Intake and Assessment Center ("JIAC"), and acceptance criteria. Give specific examples of intake screening questions you will use when screening youth for Emergency Shelter Care and specific criteria on how decisions will be made for placement.

Prior to referring to Maple Star, CCJD will confirm the need for placement. Upon receipt of a referral from CCJD either by phone or email, Maple Star will initiate screening the referral to determine if the youth is appropriate and placement can safely occur in the available foster home based on the home's current environment and dynamics. Maple Star will follow up with CCJD within 2 hours from the time of referral and after initial screening at which time further screening will occur with CCJD via telephone to assess for current and historical behaviors, suicidal, homicidal, and self-harm ideation or behaviors, risk of Commercial Sexual Exploitation of the Child, specific supervision considerations, and any other risk/safety concerns to ensure the placement is appropriate. In order to ensure screening and placement for same day placements, Maple Star would request that the referral be submitted prior to 1pm Monday-Friday. For referrals received after 1pm,

Maple Star may not be able to accommodate a same day placement depending on the timeliness of information needed, however we can plan for intake to occur the following day.

Referrals may be denied for services if a youth has active suicidal, homicidal, or serious aggressive behavior, or is experiencing active psychosis or psychiatric instability as these behaviors are not safe for community placement. If Maple Star is unable to place a youth due to acceptance criteria of the available bed, the specific reasons will be provided to CCJD.

If the referral is appropriate for placement, Maple Star will coordinate with CCJD on the best way to incorporate the youth, their family, and their natural supports in participating in communication and planning. Prior to placement, Maple Star will require completion of the placement intake packet, which includes consents and releases of information as well as an intake information sheet that outlines current approved contacts, healthcare needs including medications, education information, upcoming appointments, supervision needs, and other pertinent information. This intake packet can be made available for completion in a variety of formats to best meet the needs of the youth's guardian and CCJD. Maple Star prefers a phone or web-based meeting be held the same day of placement to provide critical information sharing and promote a successful emergency shelter placement. If particular individuals are not available for this method of communication we will create a specific plan utilizing referral and intake information to ensure all voices are heard and communication is consistent among all parties. The specific details related to the physical intake of the youth and their belongings including where, when, and how they will be picked up or transported will mostly be communicated directly between CCJD or the youth's family member or current placement, and the identified foster parent. The Foster Parent will be primarily responsible for transporting the youth from JIAC to their home. If the Foster Parent is unable to provide transportation, the FCC will take on that responsibility.

Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.

Maple Star will coordinate scheduling and transportation, in order to ensure that while in placement, youth continue to meet expectations for existing services, including court ordered services. Existing services and educational needs will be discussed during screening and the day of intake and documented in the crisis/reunification plan. Maple Star has significant experience engaging community partners to provide cohesion and continuity of services including; referring agencies such as Department of Human Services (DHS) and CCJD; school districts specifically related to IEP's and 504 plans; a vast network of private and government sponsored mental and physical health care providers, as well as faith based and culturally specific organizations that support the identity of youth in care.

As a result of short-term placements of 14 days or less, Maple Star will likely not have the time to initiate services that will benefit the youth while in our care, but will work to continue to establish supports that will be available upon transition home. Any existing appointments and services will be supported while the youth is in care including transportation, and Maple Star will communicate any outcomes of note with CCJD and the family.

Maple Star has worked well with CCJD in coordinating assessments through the Hilltop clinic of Clackamas County Behavioral Health as well as other providers dependent upon the individual child in care for Emergency Shelter Care Services. We are committed to continuing to support all community provider, recreational, cultural, and educational needs that a youth in care may have, and have over 20 years of experience doing so. The coordination of services will be managed by the foster parent with the available support of Maple Star FCCs.

Describe how you tailor your organization's services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

Over the last ten years Maple Star has partnered with Multnomah County Juvenile Department to build culturally specific and culturally responsible services. We have served various target populations including gang affected or involved black males age 14-18, Latino youth, females, commercial sexually exploited

children, as well as children with sexual offenses. We look forward to working in conjunction with CCJD to meet the needs of the referred youth whenever possible.

Maple Star understands that in order to best serve marginalized communities that we need to lead from the back, be open to listening to the organizations that specifically serve them, and support them by amplifying their voice and mission, in the daily work that we do. Maple Star is committed to social justice, decreasing over representation of marginalized groups in child welfare and criminal justice systems, and being an ally in practice through the work we do on a daily basis.

5.3. Demonstration of Ability to Provide Services

Describe how long your agency/organization has been delivering these services.

Maple Star has over twenty years of direct experience providing a variety of short- and long-term foster care services for a variety of contracts, populations, and geographic locations. As an agency, Maple Star has developed a reputation as a leader in Oregon Foster Care and Foster Care Support Services. Starting with our first contract with Deschutes County Juvenile Department in 1998 we have been dedicated to providing community based foster care services. Our approach is to build on existing community supports and services, as well as establish new ones, in order to build a structure for a youth that can be maintained after services end. Unlike “big box” providers who provide broad services internally and can disconnect existing services, our approach is to support and coordinate mental and physical health services, medication management, therapy, alcohol and drug treatment, and educational services within the communities youth will return to. We believe that in building upon existing supports, rather than substituting existing services leads to more durable outcomes for youth upon their transition home. This is even more crucial in Emergency Shelter Care Services where duration of services is 14 days.

Over the last twenty years we have adapted and improved our model based upon our experience and implementation of evidence-based practices. Maple Star has always utilized a positive proactive approach to behavior management and stabilization, and in 2014, we adapted and implemented Collaborative Problem Solving (CPS) and Trauma Informed Care (TIC) as the foundation for program design and implementation,

service provision, as well as staff and foster parent development. The use of these models has increased our ability to provide quality assessments and service planning and improved our service delivery, in part due to the way these models promote trusting, therapeutic relationships.

Our history of serving youth referred by county juvenile justice for short- and long-term placements has shown that there is a significant need for an expedited referral and placement process, 24/7 support and availability, an emphasis on family engagement, direct and collaborative relationships between foster parent and Juvenile Counselors, and an ability to adapt over time to the needs of CCJD. In our ten years of experience working with Multnomah County Juvenile Department we have collaborated in an ongoing way to ensure our services corresponded to current need including refining the referral process, reducing barriers to health insurance gaps, recruiting culturally specific homes, as well as implementing software to record intake and discharge, census, and billing.

Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes, and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

Over the last two years Maple Star has engaged in short-term emergency placements with DHS for the purposes of reducing the use of temporary lodging for youth without placements. DHS approached Maple Star to partner with them in order to address the issue of DHS youth being placed in hotels, and other environments that are not appropriate or conducive to the care of youth, including out of state placements. Maple Star engaged with DHS to develop a structure for same day short-term emergency placements. The structure and process we started with has been adapted over the last two years to be more efficient and effective and has informed our planning and response to this RFP.

As the DHS short-term BRS contract is designed to provide an alternative to hotel placements, we have been successful in placing youth in proctor foster homes rather than DHS housing them in hotels or other temporary lodging. While these placements are short term, many of the youth have successfully transitioned to longer term placements. We also have situations where the youth remains in the Maple Star home under a

long-term BRS contract. During the youth's placement in Maple Star, we are able to assess their skills, identify mental and physical health needs, and make recommendations to DHS. Maple Star has provided valuable assessment information to DHS regarding appropriate level of care for youth.

The primary challenge in providing emergency short-term placements is DHS exploring multiple placement options for youth simultaneously. This has resulted in Maple Star spending several hours coordinating a placement, only to find out that DHS has located another placement, either with kith or kin, or another agency. Our supervisor prioritizes short-term placement referrals and dedicates a significant amount of her time responding to referrals, communicating with the foster parent, and coordinating the placement. When DHS locates another placement and does not communicate that with us, we have spent several hours working on the referral, but those hours are not billable services. The time requirement needed to effectively communicate all the pertinent information needed to complete a same day emergency placement is substantial, and we request that the family and CCJD intend to place with Maple Star when a referral is made and accurate up to date information is provided. We will then do our due diligence to locate a placement for the youth and notify CCJD as soon as possible regarding the status of the referral.

What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?

Perhaps Maple Star's biggest strength is our significant experience in providing similar services, and our extensive history. We have a long history of transparency, flexibility, and cooperation with various partners to provide unique program services that are individualized based on the youth's needs. Maple Star has a long history of partnerships with a variety of agencies to build new programs that are flexible in meeting the unique needs of the participants and referring agency.

Maple Star also benefits from its relationship to Pathways Health and Community Supports. As our management company, Pathways provides administrative, fiscal, programmatic, operational, Information Technology (IT), electronic health record (EHR) program development, legal, quality assurance and

compliance, and human services to Maple Star in addition to offering nationwide resources for program replication, research, and service delivery enhancement. Even more importantly we have access to leaders in other agencies across the nation and benefit from sharing intellectual capital that promotes better services for consumers and participants.

Describe your ability to meet the transportation needs of youth in the program, including from the JIAC, school, and persisting appointments. What is your estimated response time for pick up from the JIAC upon referral?

It is a contractual requirement for our foster parents to be responsible for transportation related to all services including mental and physical health, education, faith-based activities, recreational activities, and court related requirements. If there are scheduling conflicts for transportation, our foster parent and FCC create a plan that can include transportation from the FCC. In the case of family visitation, the exact nature of transportation is planned by the family or natural support, and the foster parent. Depending on the schedule of the home, including the needs of other placed youth, and the time and duration of the visit, it at times becomes necessary for the family or natural support to assist with transportation.

Our response time and transition into services will be individualized based on the current needs of the youth and foster family. For youth accepted for placements, Maple Star intends to meet the five-hour limit dependent upon time of referral, school, family schedule, court hearings, and other considerations that could potentially delay the five-hour limit. We can however, commit to transitioning a youth into care within the same day.

If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.

As this service is congruent with Maple Star's existing services, we already have existing capacity, agency structure appropriate for these services, policy and procedures, and will be able to take referrals upon the execution of a contract with CCJD. Maple Star has current capacity to serve two youth in the Clackamas and Portland Metro areas.

If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services at those agencies with their notification process.

Maple Star plans to utilize a primary foster home placement. In addition, we have access to other beds outside of the primary foster home that allow us to place within the limits of state licensing rules. While no crossover is possible allowing for placement of CCJD youth in a home with DHS referred BRS youth, we have 3 homes that are currently able to serve county referred youth whether from CCJD or Multnomah County. We have already been granted approval from Multnomah County related to sharing available beds with CCJD above what they contract us for. This provides us with some different alternative beds if a referral is not appropriate for the primary home.

5.4. Cultural and Gender Responsivity

Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (“LGBTQ”) youth and families.

Maple Star is dedicated to equity in foster care and promoting social justice in our communities. We are also dedicated to being culturally appropriate with placements whenever possible, and when not, we are culturally responsible in understanding the extra supports, and unique needs of a child placed in a home where they don't identify. Children placed in foster homes with parents who look like them, have a shared history with them, and share culture with them will increase the likelihood to establish a trusting therapeutic relationship. In foster care the ability to match kids with culturally specific providers is not always possible. When this is not possible, it is the responsibility of the foster parents and agency to ensure that we interact and approach the child in a culturally responsible way.

Throughout our history we have focused on recruiting and licensing homes that represent a variety of races, cultures, religions, gender and sexual identities. We have engaged in focused recruitment to support the inequities in the identities of referred foster care youth. In the Portland Metro area, we are able to offer a variety of diverse homes, and the majority of our homes represent minority populations. We have successfully completed focused recruitment to identify homes representing a particular population in need of culturally

appropriate services. Through Multnomah County Juvenile we recruited and established a home that primarily serves Latino youth, and this has been successful in meeting the needs of their population.

We also understand the need to train our staff and foster parents to be responsive and responsible when serving children who do not share their identities. We seek additional supports including partnering with culturally specific community organizations and services, as well as accessing events and programming that match the child's individual identity. This is fundamental to providing a safe, open, and inclusive environment even when the match between foster children and foster parents is not possible. Maple Star has experience in supporting kids who range from questioning gender identity, are gender fluid, or transitioning including use of testosterone or estrogen. We provide services and create safe spaces that recognize the children as they recognize themselves despite their sex at birth or how others see them.

Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.

Maple Star includes information related to culturally responsible care in our Pre-Service Training (PST) that foster parents and staff receive. The training has been developed using components of existing content that has shown to have been promising or evidence-based practices. Section 6 of our PST is Cultural and Diversity Awareness including information related to: Your Child's Identity; Looking at Your Own Families Culture; A Cultural Journey, Supporting Cultural Identity, The Importance of Family Roots, Managing Diverse Transitions, and Managing Cultural Family Operations. This PST component makes up 6 of the 26 hours. Maple Star employees and foster parents also participate in a unique Cultural Responsibility training on an annual basis.

Maple Star partners with specific community-based organizations to access training that allows us to better serve youth in a culturally responsible manner for the annual cultural responsibility training, as well as in an ongoing manner. Partnering with these community organizations also provides opportunities for youth in care to engage in programs that support their self-identity and help them grow, and heal from trauma. Maple Star has had significant interactions with Sexual and Gender Minority Resource Center (SMYRC), The Q Center,

Latino Network, Young Men of Awareness, Communities of Color, and the Native American Youth and Family Center (NAYA).

Describe how you promote equity, diversity, and inclusion in your programming and staffing.

Maple Star is committed to social justice which includes promoting equity, diversity, and inclusion throughout the agency including staffing and program development. Maple Star participates in targeted recruiting for over represented populations in foster care through our relationships with various community agencies who serve specific marginalized populations. In our recruitment for staff and foster parents we seek individuals who share our passion for social justice and look for opportunities in the community to help support underserved communities. The impact of a diverse staff is the increased opportunity for exposure to knowledge related to cultural norms and a broader understanding of how to respond in a culturally responsive way. The demographics in Oregon and Portland more specifically can be a barrier to recruiting and hiring individuals from minority and marginalized populations; however, with the over representation of these populations in foster care it continues to be incredibly important to be inclusive and promote diversity among staff. Currently 33% of staff, and 60% of our foster parents represent various marginalized populations.

Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

Maple Star's intake documents are available in Spanish for children and their families. We have bilingual staff to assist with intakes and ongoing communication as needed. In addition, the family currently providing services for the Multnomah County Juvenile contract is bilingual with one parent being primarily Spanish speaking. They are available to support placements and communication as independent contractors with our agency as well. When needed, we have received releases of information allowing for them to support and interpret. In the event that Maple Star staff and/or foster parents were not enough to support the placement, Maple Star would coordinate with the department to arrange for translation services.

5.5. Staff Descriptions and Qualifications

Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.

For the purposes of the work as described in this RFP Maple Star Foster Care Supervisor, Foster Care Coordinators, and Foster Care Providers will be the key staff positions that will provide services and interact with youth, family, and CCJD.

Foster Care Supervisor: The education and experience requirements reflect BRS Social Service Staff qualifications including Bachelor's degree in Social Service or related field AND at least 2 years of full-time experience in the care and/or rehabilitation of at-risk youth/young adults or a Master's Degree in Social Service related field AND at least 1 year of full-time experience in the care and/or rehabilitation of at-risk youth/young adults. The Foster Care Supervisor has received 26 hours of pre-service training, as well as training in promising and evidence-based practices such as collaborative problem solving, Non-Violent Crisis Intervention (NCI), First Aid and CPR, Trauma Informed Care, Cultural Responsibility, leadership development, and supervision best practices. Supervisors also receive no less than 12 hours of annual trainings related to the leadership, service provision, or supervision.

Foster Care Coordinator: Must meet BRS Social Service Staff qualifications including Bachelor's degree in Social Service or related field AND at least 2 years of full-time experience in the care and/or rehabilitation of at-risk youth/young adults or a Master's Degree in Social Service related field AND at least 1 year of full-time experience in the care and/or rehabilitation of at-risk youth/young adults. The Foster Care Coordinator has received 26 hours of pre-service training, as well as training in promising and evidence-based practices such as collaborative problem solving, Non-Violent Crisis Intervention (NCI), First Aid and CPR, Cultural Responsibility, and Trauma Informed Care.

Foster Care Provider: There are no educational requirements for foster parents. Foster Care Providers receive 26 hours of pre-service training prior to certification and are required to complete a minimum of 12 hours of training annually.

Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.

Maple Star Oregon is a small tax paying nonprofit agency providing foster care and foster care support services. Maple Star is supported by Pathways through a sole entity agreement providing us with human resources, legal, information technology, training, and program development support. Agency Director, Chelsey Wikman is directly supervised by Cindy Greer, a Pathways State Director overseeing Arizona, Nevada, and Oregon. Samuel Shea (Director of Operations and Compliance) is directly supervised by Chelsey Wikman. Brandi Ware (Foster Care Supervisor) is directly supervised by Samuel Shea. Brandi Ware provides supervision for all direct service staff including Foster Care Coordinators. Foster Care Coordinators in conjunction with Brandi Ware oversee the certification and provision of care by Foster Care Providers.

Maple Star has a structure of formal and informal supervision and support throughout the agency. Formal performance evaluations are completed quarterly and reviewed with staff. The foster care program has quarterly staff meetings that address any changes in program structure, documentation, or expectations. The staff meetings also allow for case consultation and professional development of staff. Maple Star staff receive weekly supervision, which provides direct support for staff in dealing with emergent issues, ongoing training, professional development, and support related to trauma and self-care.

Ongoing informal supervision takes place on a daily basis. The Foster Care Supervisor provides ongoing support and case consultation on a daily basis. In addition, Maple Star has a member of leadership on call at all times to support the emergent needs and crisis that arise.

Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.

Maple Star Foster Care Supervisor and Director of Operations and Compliance complete routine file checks to ensure that staff are meeting expectations related to service planning, documentation, and service delivery. Maple Star also participates in quarterly official chart reviews. These practices allow us to quickly

identify any concerns, so that we can immediately work with staff to understand barriers and challenges to meeting expectations.

In accordance with BRS rules, Maple Star's Foster Care Supervisor documents no less than one formal supervision per month, although they provide weekly supervision. Maple Star seeks to promote skill building to reduce deficits and promote competency and appropriate service delivery. For ongoing performance related concerns issue-specific supervision notes are written to document any performance related issues as a first step. Clear expectations and action steps are provided to staff and follow up occurs within the structure of the formal supervision moving forward. If performance continues to be a concern, Maple Star works with Pathways Human Resources to develop a Counsel Report which is a formal document detailing performance issues, expectations, timelines, allowing for staff to include their own narrative and response. The document describes the next possible interventions which can include termination. The document is signed by all parties and progress towards meeting expectations is reviewed according to the timelines provided.

Describe any training provided to staff to strengthen skills and personal development.

As described above Maple Star provides 44 hours Pre-Service Training, and requires no less than 12 hours of annual training related to service provision or professional development. Supervisors work with staff to identify specific trainings that meet their needs in addition to trainings required for all staff. Maple Star has access to Relias, an online training resource with a library of trainings related to a variety of clinical and professional topics. Maple Star also seeks opportunities for staff to participate in trainings that are in person provided by community resources and partners. Maple Star values in person professional development trainings for staff to empower them and provide them with opportunities to collaborate and communicate with peers from the community.

5.6. Budget and Fees

Line Item	Annual Budget for Clackamas County
Staffing	\$28,600
Miscellaneous	\$61,167
Administrative/Indirect Cost	\$26,353
Contract Total	\$116,120
Daily Rate Per Youth	\$198.84

a. Staffing Costs: Includes .33FTE FCC at \$36,000/year, .15FTE Supervisor at \$46,000/year, .1FTE Certifier at \$38,000/year, plus 25% other personnel expenses for each position.

b. Miscellaneous Costs: Includes FCP payment, other client expenses, mileage, client meetings and activities, rent, laptops, phones, printers, and office supplies.

c. Administrative/Indirect Costs: Includes .3FTE for Regional Director, Director of Operations and Compliance, and Office Administrator, and Pathways overhead expense.

2. Proposed per day per fee: \$198.84, calculated at 80% capacity for a total of 292 days of care provided per youth.

5.7. References

Deena M. Corso, MS, LPC

Juvenile Services Division Director
Multnomah County Department of Community Justice
1401 NE 68th Avenue
Portland, OR 97213
(503) 988-4067
deena.corso@multco.us

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2446 SE Ladd Ave
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CHRISTINA MCMAHAN
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Boys and Girls Aid Society of Oregon for the
Emergency Shelter Care Services**

Purpose/Outcome	Approval of a contract with Boys and Girls Aid Society of Oregon, to provide emergency shelter care services to the County.
Dollar Amount and Fiscal Impact	Contract total value of \$290,300.00 and is a budgeted expense.
Funding Source	260-7707-00-431590
Duration	Contract signing until December 31, 2025
Previous Board Action/Review	1/12/2021 Policy Session with Board
Strategic Plan Alignment	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete supervision, and stop committing offenses. Ensure each youth receives the appropriate level of supervision and support to achieve this outcome. 2. Ensure safe, healthy and secure communities.
Counsel Review	12/29/2020, AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Ed Jones, Administrative Services Manager, 503-650-3169
Contract No.	3324

Background:

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

CCJD supports a system of early intervention and intervention that addresses a youth's risk factors and supports success for that youth by identifying and building upon their

strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

The overall goal of Emergency Shelter Care is to divert youth from detention beds when they can be safely placed in this temporary residential setting while safety planning and communication transpires with family members and providers.

County Counsel has reviewed this contract.

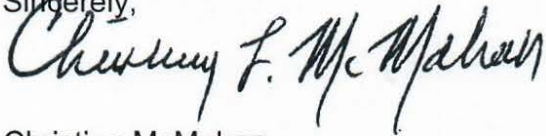
Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on May 19, 2020. Proposals were opened on June 17, 2020. The County received two (2) Proposals: Maple Star Oregon, Inc and Boys and Girls Aid Society of Oregon. An evaluation committee of four Juvenile personnel scored all proposals and confirmed their capability of performance. Both vendors were chosen and awarded the contract to provide service through December 31, 2025.

Recommendation:

Staff respectfully recommends that the Board approve and execute the contract with Boys and Girls Aid Society of Oregon, for the Emergency Shelter Care Services Project.

Sincerely,



Christina McMahan
Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3324**

This Personal Services Contract (this “Contract”) is entered into between **Boy and Girls Aid Society of Oregon** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Juvenile Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Emergency Shelter Care (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed **fifty six thousand nine hundred forty dollars (\$56,940.00)** and a total contract value sum not to exceed **two hundred ninety thousand three hundred dollars (\$290,300.00)**, for accomplishing the Work required by this Contract. The County agrees to pay Contractor a rate of \$156.00 per night for 1 guaranteed bed, regardless of utilization of the guaranteed bed, which equals \$56,940 annually, and \$156.00 per night per bed for any additional bed(s) when used. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for the number of days in the month for Work performed. Invoices shall describe all Work performed with particularity, either guaranteed bed or additional bed(s), by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Ed Jones at EJones@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor	County
Administrator: Vera Stoulil Phone: 503-542-2309 Email: vstoulil@boysandgirlsaid.org	Administrator: Ed Jones Phone: 503-650-3169 Email: EJones@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and 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 by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, 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.

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Boys and Girls Aid Society of Oregon

Clackamas County

<u>Vera Stoull</u>		<u>12-22-20</u>	
Authorized Signature	Date	Chair	Date

<u>Vera Stoull / VP of Programs</u>		_____	
Name / Title (Printed)	+ Govt. Affairs	Recording Secretary	

000535-12
Oregon Business Registry #

Approved as to Form:

DNP/Oregon
Entity Type / State of Formation

<u>[Signature]</u>	<u>12/29/2020</u>
County Counsel	Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor will provide one (1) guaranteed Emergency Shelter Care (“ESC”) service bed for Clackamas County youth who are referred by the County staff and, if available, will provide additional ESC services bed(s) for Clackamas County youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. If the Contractor refuses a youth for an open dedicated emergency shelter bed, the County may, in addition to any other remedy available to it at law, in equity, or under this Contract, reduce the Contractor’s monthly payment by the number of days the a dedicated bed was utilized due to the Contractor’s refusal.

Contractor’s Work Components, Standards, –and Other Requirements. Contractor shall:

1. Provide immediately for either male or female youth, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan for Clackamas County youth who are referred by CCJD staff.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.

4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.

5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation
 - ii. Conflict Diffusion
 - i. Trauma Informed Care
 - ii. Commercial Sexual Exploitation of Children (CSEC)
 - iii. Fire-setting youth
 - iv. Sex offending youth
 - v. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - vi. Continuing Education Units as required by DHS Certification and licensing standards
 - vii. Other training(s) as may be designated by CCJD
 - d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

Additional Requirements:

1. **Culturally, gender, and sexual orientation responsive services.** Cultural, gender diverse, and sexual orientation responsive services provided by Contractor shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.
 - Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
 - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
 - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
 - Helping youth to recognize the relationships between various value systems.
 - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. **Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Contractor shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:
 - Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
 - Reunification plans.

- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Contractor shall notify the County's contract administrator by telephone as soon as possible, or within the same working day, of a critical incident of a sensitive topic. If the incident or sensitive topic occurs after normal business hours, or on a holiday or weekend, Contractor shall contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Contractor shall have existing processes and procedures in place for quality assurance of its program to perform the Work. Contractor shall ensure it has, and continues to maintain, sufficient resources to accurately monitor and track reliable measures of program implementation and delivery of services provided under this Contractor. Contractor shall comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. Contractor shall respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

EXHIBIT B
RFP# 2020-42
EMERGENCY SHELTER CARE
Issued May 19, 2020



REQUEST FOR PROPOSALS #2020-42

FOR

EMERGENCY SHELTER CARE SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Chief Procurement Officer**

**Tralee Whitley
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 17, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	May 19, 2020
Protest of Specifications Deadline.....	May 26, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	June 10, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 17, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 17, 2020** (“Closing”), to provide Emergency Shelter Care Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-42-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at twhitley@clackamas.us or via phone at 503-742-5453.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County on behalf of Clackamas County Juvenile Department (“CCJD”) is seeking proposals from qualified programs and organizations to provide Emergency Shelter Care (“ESC”) services for youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. CCJD currently has funding for up to two (2) youth per day, who reside in Clackamas County and are involved with CCJD. Contracts resulting from this Request for Proposals may be amended to account for changes in the number of placements that CCJD is willing and able to purchase. Preference will be given to organizations that can provide ESC in the form of foster homes in the Portland Metropolitan Area. Additional preference will be given to those organizations that can provide ESC in the form of foster homes within Clackamas County. Through this RFP the County may award contracts to multiple organizations.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

CCJD supports a system of early intervention and intervention that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

CCJD is dedicated to providing developmentally appropriate intervention, services, and supervision that align with the following objectives of the CCJD’s Strategic Business Plan. Specifically:

- Parents and guardians will report they feel respected and included in their child’s involvement with the Juvenile Department
- Youth participating in Juvenile Department programming will report they are respected and involved in their reformation

Public Safety-Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety.

Community and Prevention - the Juvenile Department and our community partners will share common goals for the prevention of youth crime, and the reformation of those youth who do commit crime.

Accountability - provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused.

Reformation - provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community.

Assessment - provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services.

Family Engagement - parents and guardians who have children involved with the Juvenile Department will be engaged as partners in their child's reformation.

3.3. SCOPE OF WORK

The outcome of this RFP process is to secure a skilled provider(s) who can provide Emergency Shelter Care services for youth in Clackamas County

3.3.1. Provider Goals:

The overall program goal is to secure providers of Emergency Shelter Care (ESC) for youth in Clackamas County as an immediate, short-term respite of care. The provider will demonstrate a history of, and have the ability to, provide a safe, predictable home-like short-term foster care placement. The provider will facilitate continuity with education and pre-existing medical/counseling appointments and create a reunification plan with the family including new strategies to address issues in the home. This provider will be responsible for furnishing adequate structure and supervision day and night.

- **Family First:** The family drives the plan.
 - We respect and honor youth and family voice and guarantee safety for its expression throughout the process.
 - We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs.
 - We are committed to culturally sensitive behavior toward the youth and family throughout the process.
 - We understand that building trust with youth and families is our job.
 - We protect youth and families by honoring confidentiality.
- **Engagement and Motivation:** We help families discover what will work for them
 - We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?).
 - If a family is not engaging we ask ourselves what we can do differently.
 - We stay balanced and avoid taking sides between the youth family members.
 - Transition meeting back home to reunify youth with family.
- **Effective Collaboration:** As partners we take care of each other
 - We help each other.
 - We clearly understand our roles and honor boundaries.
 - We listen for understanding and speak truthfully to each other.
 - We keep our commitments.
 - Keep youth from unnecessarily penetrating further into the Juvenile Justice System.
 - Provide opportunities for victims to be heard and participate in the process, if desired.
 - Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service.
 - Use culturally-relevant services (including language).

The provider(s) selected for this program will provide all direct service delivery.

3.3.2. Service Components:

1. Provide immediately, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.
4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.
5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation

- ii. Conflict Diffusion
 - iii. Trauma Informed Care
 - iv. Commercial Sexual Exploitation of Children (CSEC)
 - v. Fire-setting youth
 - vi. Sex offending youth
 - vii. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - viii. Continuing Education Units as required by DHS Certification and licensing standards
 - ix. Other training(s) as may be designated by CCJD
- d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

3.3.3. Additional Requirements:

1. Culturally, gender, and sexual orientation responsive services. Cultural, gender diverse, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.

- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
- Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
- Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
- Helping youth to recognize the relationships between various value systems.
- Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:

- Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
- Reunification plans.
- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Provider shall notify the CCJD Supervisor overseeing this contract by telephone as soon as possible or within the same working day of a critical incident

of a sensitive topic. If the incident or sensitive topic occurs after normal business hours or on a holiday or weekend, contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

3.3.4. Budget and Fees:

Depending on program costs, program need, funding priorities and funding availability, the estimated maximum amount of the contract resulting from this RFP is \$116,120 per year over five (5) years for an estimated total contract value of \$580,600. This is a time and materials contract based on the rates provided by the awarded proposer, with an overall not to exceed budget amount.

3.3.5. Term of Contract:

The term of the contract shall be from the effective date through **June 20, 2025**.

3.3.6 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Service Delivery	0-30
Demonstration of Ability to Provide Services	0-30
Cultural and Gender Responsivity	0-25
Staff Descriptions and Qualifications	0-15
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposals must be printed, computer generated or typewritten, double spaced in 12 font text on 8.5” x 11” paper. In support of the CCJD’s sustainability goals regarding environmental impact and the disposal of paper, it is CCJD’s preference that proposals be printed on both sides of paper. The maximum total pages to be submitted is **20 pages single sided or 10 pages front and back.**

Provide the following information in the order in which it appears below:

5.2. Service Delivery (30 Points):

- Explain how your agency proposes to deliver the services described in Section 3.3.2 Service Components. Include in your description, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.
- All proposals submitted must include a description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.
- Provide information on your phone screening process, transportation services from the CCJD Juvenile Intake and Assessment Center (“JIAC”), and acceptance criteria. Give specific examples of intake screening questions you will use when screening youth for Emergency Shelter Care and specific criteria on how decisions will be made for placement.
- Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.
- Describe how you tailor your organization’s services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

5.3. Demonstration of Ability to Provide Services (30 Points):

- Describe how long your agency/organization has been delivering these services.
- Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes,

and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

- What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?
- Describe your ability to meet the transportation needs of youth in the program, including from the JIAC, school, and persisting appointments. What is your estimated response time for pick up from the JIAC upon referral?
- If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.
- If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services at those agencies with their notification process.

5.4. Cultural and Gender Responsivity (25 Points):

- Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (“LGBTQ”) youth and families.
- Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.
- Describe how you promote equity, diversity, and inclusion in your programming and staffing.
- Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

5.5. Staff Descriptions and Qualifications (15 Points):

- Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.
- Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.
- Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.
- Describe any training provided to staff to strengthen skills and personal development.

5.6. Budget and Fees

1. Provide a program budget that includes the County’s total cost for Proposer to provide the Program (“Budget”). If the Proposer will supplement non-County Program costs with non-County revenue, the Proposer shall note on the Budget both the amount and source(s) of such revenue. The Budget shall categorize all Program costs into the following three line items:
 - a. Staffing Costs
 - b. Miscellaneous Costs
 - c. Administrative/Indirect Costs
2. Provide a proposed per day, per youth fee* for foster home placement settings and a rate for congregate care setting (should congregate care placement be approved by CCJD).

*The per youth fee structure may be changed to a different fee structure during contract negotiations at the County's sole discretion.

5.7. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Evaluation Committee members may contact references at their sole discretion.

5.8. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP# 2020-42 Emergency Shelter Care Services

Submitted by: The Boys & Girls Aid Society of Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: Vera Stoulil Date: 6-10-20
Name: Vera Stoulil Title: VP Programs & Govt. Affairs
Firm: The Boys & Girls Aid Society of Oregon
Address: 9320 SW Barbur Blvd. Suite 200
City/State/Zip: Portland, OR 97219 Phone: (503) 542.2309 (desk)
(503) 222.9661
e-mail: vstoulil@boysandgirlsaid.org Fax: 503.224.5960

Contract Manager:

Name Michelle Ottaviano Title: Program Administrator
Phone number: 503.542.2731
Email Address: mottaviano@boysandgirlsaid.org

**EXHIBIT C
VENDOR'S PROPOSAL**

Emergency Shelter Care Services Proposal

How does your agency propose to deliver the services described in 3.3.2?

We are confident we can provide immediate short-term emergency shelter care to the youth of Clackamas County. We are prepared to serve youth in our licensed foster homes as well as our Safe Place shelter. Our agency is prepared to provide one guaranteed bed for up to 14 days of short-term care. We are also prepared to provide access to one additional bed based on availability of placement. We have identified two foster homes who have committed to be a designated resource for the short-term emergency shelter contract. Each home will be available for one half of the month with a full month availability of one bed. Boys & Girls Aid will pay the foster parent a monthly stipend or flat rate to be available for placements during their designated portion of the month. Both foster families have committed to being available until the late evening for placements. At the point in the evening in which the families are no longer available for placements, the program will utilize Safe Place and make a plan for transition into the foster home the next morning. Additionally, in the event that the one guaranteed bed is being utilized and an additional bed is needed, if we do not have an available foster home, Safe Place will be utilized. The foster homes will enter into an agreement with Boys & Girls Aid if awarded the contract.

Historical behaviors will not be limiting factors for placement, however, will be assessed for appropriate fit with current milieu, other youth residing in the foster home as well as certification recommendations of appropriate placement in foster homes. Immediately upon placement in our care, within 24hrs, our team will connect with the youth's family to answer any questions, provide follow-up and begin planning goals and transition. We are prepared to serve youth as an alternative to detention and provide continuity of care for pre-existing services to include education, medical and counseling. Our services will include a reunification plan with the family which will include

Emergency Shelter Care Services Proposal

recommendations and referrals based on individual need. Youth will be in a supervised foster home or our shelter during evenings and weekends. Youth will attend school then structured day programming, Monday through Friday, at our SE Portland site, where we will provide case management, skills trainings, educational assistance, and recreational and cultural enrichment activities.

Our relationship-based model of care is grounded in Attachment Theory and Trauma Informed Care. At its foundation, all our work with youth is guided by our Core Service Principles (CSP). This looks like predictability, consistency, calmness, kindness along with established boundaries and clear limit setting. We are confident that though the implementation of our relationship-based model of care we can support families and youth during their stay with us as well as ensure we reduce further trauma and disruption in their lives. Additionally, in order to prevent further disruption to routine we are prepared to provide transportation support for the youth placed in our care to include, transportation from the Juvenile Intake & Assessment center to their placement, educational settings, doctor's appointments, mental health appointments, court hearings and any other scheduled appointments. We will also provide transition planning to the youth and family in preparations for the youth to transition out of our care. Services will include a reunification meeting, interventions and resources for the family to utilize and engage in, as well as access to a crisis line where the family can seek support regarding the reunification plan.

Our agency has highly trained Program Director's and Coordinators who oversee the daily operations of programs, supervision of staff, and foster families. Our agency has procedures in place to immediately report qualifying incidents such as runaways or law violations to Clackamas County Juvenile Department as well as law enforcement. We have a Quality & Evaluation Administrator who

Emergency Shelter Care Services Proposal

oversees quality and evaluation across services. Our highly trained supervisor team ensures we are providing quality services as well as ensures we are meeting contractual requirements to include data and case management paperwork. Our Director of Training Services works to ensure all contractual training requirements are met. The Director of Training Services works with program leadership to ensure trainings are provided on an on-going basis. Trainings include: Crisis Prevention & Intervention, Attachment, Trauma Informed Care, Collaborative Problem Solving, Equity, Diversity & Inclusion, Meeting Cultural Needs of Youth in Care, Sex Offending Youth, Commercial Sexual Exploitation of Children, Resources for Youth Aging out of Care as well as other trainings as needed. In addition to our standard trainings we rotate in others based on evolving needs.

Description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.

Our experience collaborating with the Clackamas County Juvenile Department to provide Behavioral Rehabilitative Services (BRS) as well as short-term Emergency Shelter Care (ESC) makes us uniquely qualified to continue providing these services seamlessly. Additionally, we have many years of experience conducting home studies on families for both foster care and adoption that meet all the requirements of relevant Oregon Administrative Rules. We are prepared to provide continuity of care for pre-existing services to include education, medical and counseling. Boys & Girls Aid ensures that every youth placed in our care will have educational support and coordination. At intake, school information/plan, including any IEP's or educational accommodations needing to be made are collected and shared with the team of staff working with the youth. For youth who come into care with existing services, our agency makes arrangements for these services to continue without interruption. Our program ensures that youth attend all scheduled appointments and we make this a priority upon a youth's entry into our care. Throughout a youth's stay we will work with families, case

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workers and other providers to ensure that services are interconnected. Lastly, we will ensure that a reunification plan is developed in collaboration with the family which will include a list of providers, recommendations and referrals.

The STEP program is designed so that youth attend school during the day, structured programming after-school, and spend evenings and weekends in foster homes. The program provides 24-hour site or sound supervision and youth participate in skill building, academic support and structured recreational, social and cultural enrichment activities.

Boys & Girls Aid strongly believes that involving the family in decision making, service planning and general coordination is critical to a youth's success while in our care. Family members are a central resource in the treatment planning process and is an integral part of the treatment team. Families bring a knowledge of and relationship with the client that is unique and can bring significant help in determining the best course of action. Families are invited to attend and encouraged to provide input in the screening, intake meeting, and all service plan, transition plan and review meetings. Meetings will always be scheduled at a time and location that meets the family's needs. We also believe in frequent communication on a consistent basis throughout a youth's stay with us. We understand that fostering a relationship with the family, empowering them and helping them feel safe while committing to culturally and confidential practices is key to our youth's success.

Culturally specific services uplift the voices and experiences of those who, because of oppression, have been unheard or overlooked for far too long. We know many communities are unserved, underserved, and inadequately served. The programs strive to design interventions that are culturally grounded with ongoing guidance from clients and families in that

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community. The cultural community's lived experiences, core cultural constructs, and needs, as defined by people from that community, help inform service planning, service coordination, enrichment, recreational and cultural experiences, as well as decision-making.

We engage families using principles that establish the value of families being an equal partner with the program to aid in youth development. We build treatment around families' experiences and value back and forth communication regarding skill development. Case managers coach families in strategies and skills to implement in different environments and center family voice during the discussion. Boys and Girls Aid encourages families to utilize their natural supports and community partners to build a supportive network. When families are not engaging, we shift our strategy to help encourage family involvement. We also understand that we may need to remain neutral when there are conflicts among family's members to ensure that our relationship is intact, and we are working in the best interest of the client. When other issues surface, we believe the most effective way to address those is through services that engage, involve, strengthen, and support families. One way in which we do this is by involving parents when challenges surface. These challenges provide us an opportunity to teach and share knowledge. They give us the ability to model for the youth and family a durable way to solve problems when youth are not meeting expectations. We dig deep into what's under the surface of behaviors to get at the root of why they are not able to meet an expectation then work collaboratively with the youth to resolve issues while at the same time meeting expectations. Parents can be very helpful in this process.

We understand that in order to be successful in our work we need to maintain strong ties with our contractors. We understand that this means we should have open and regular

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communication. Additionally, our roles should be clearly defined. We also understand that this looks like honoring our commitments and operating our services in alignment with their values as well as ours. We believe in having strong relationships with our contractors as well as operating quality programs to meet their needs. To ensure we have quality programs we first start with highly qualified Director's to oversee them. Director's provide supervision and oversight of the program operation as well as to staff. Additionally, to ensure we are operating quality programs we analyze data to inform practice. The Director of Quality and Evaluation is responsible for reviewing and analyzing data related to critical incidents, program practice models, core service principles, consumer survey's and permanency outcomes. This data is reviewed on an ongoing basis by leadership and individual teams. Data is compiled into a report and reviewed on an annual basis to identify strategies for improvement. Goals are then developed for the next fiscal year.

Provide information on your phone screening process, transportation services and acceptance criteria. Give specific examples of intake screening questions.

After-business hours, placement calls come into a call center and are routed out to our on-call Intake Specialist The Intake Specialist will return the placement calls and gather information from the IAC staff about the youth in the following areas: Legal/Behavioral, Family Dynamics, Identity/Cultural, Mental Health, Drug and Alcohol History, Physical/Medical, Social/Life Skills, and Education/Vocation. The Legal/Behavioral area includes youth information about what prompted contact with law enforcement, any past history with law enforcement, current pending allegation, past adjudicated charges, and who has legal custody of the youth. This domain also includes any past or current aggressive or assaultive behaviors and includes context, victim, and any known trigger. Family Dynamics encompasses family of origin, history

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of conflict, out of home placements, any DHS involvement, current living situation, relationship dynamics, and any extended family resources. The Identity/Cultural domain is touched lightly on during the phone screening but is more fully addressed at the intake meeting. This area includes their thoughts and ideas about their own cultural, racial, sexual, gender and spiritual identity. It includes inquiring about family traditions, food preferences and family customs. Mental Health includes traumatic events, significant losses, historical or current self-harm, past or current suicidal ideation, and experiences of abuse. Information is also gathered around past and/or current mental health services, any diagnosis, and medications. Drug/Alcohol Use seeks information on past use, substances used, frequency and duration as well as use within 24 hours of coming into the Intake and Assessment Center. Inquiry is made as to any past Drug and Alcohol treatment received or recommended. Physical/Medical Health includes allergies, medical conditions and current needs or concerns and upcoming appointments. Social/Life Skills addresses peer interactions – strengths and challenges, conflicts verbal and/or physical, and coping skills. Education/Vocation covers education and vocation history, current grade, current school status, most recent school, IEP, and any identified education needs. The Intake Specialist also gathers information about run history, number of runs, time on the run, and any known triggers for running, gang involvement/concerns, concerns with or mistreatment of animals, fire setting, sexual acting out, reactivity or problematic sexual behaviors and any roommate restrictions. It is acknowledged that referrals made for emergency shelter are sometimes new youth to the juvenile department and CCJD staff may not have information on the above screening areas.

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After the phone screening is complete, the Intake Specialist will determine if a placement match is available. If a placement is available, the Intake Specialist will respond to the IAC building within 2 hours of the time of acceptance and complete and intake onsite. If during this meeting additional information is learned that leads to the identified placement no longer being a match the Intake Specialist will look at other available options and discuss this with IAC staff. Screening information and placement requests are assessed by the Intake Specialist who can at any point seek support for this assessment from the Boys & Girls Aid On-Call Supervisor. After intake paperwork has been completed the Intake Specialist will transport the youth to the placement.

Inability to find a placement match may lead to denial. Placement matching is based on the Foster Care Certification Department's recommendations of the home in the approving homestudy document. Per OAR and Licensing rules youth placed in a foster home must be considered in relation to the stated placement recommendation of the family. Additionally, youth's whose risk level is such that they are unable to remain safe in a community-based setting will be denied. This would include youth who are in imminent danger to self or others.

Describe your experience working with and/or accessing community resources.

Boys & Girls Aid establishes collaborative relationships with partner providers to create a comprehensive network of support for youth and families. The following is a list of providers with whom we have established relationships. Cleveland High School Medical Clinic is an excellent community resource which allows easy access to medical services for youth, whether they are insured or not. Multnomah County Parks & Recreation is resource for low cost recreational, sporting and enrichment opportunities. At the Oregon Food Bank- youth are able to volunteer during the summer months. The Portland Public Schools, DART (Day and

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Residential Treatment) Program is designed to engage high risk students. All youth in our programs are eligible to attend Clinton School while they are in care in our program if their needs would be best suited there. Lifeworks Northwest is a community mental health service which provides individual and family counseling, as well as drug and alcohol treatment services. The Native American Youth Association (NARA) is prevention oriented and family focused. Through group activities, events, and staff support, this culturally specific agency, strives to strengthen the resiliency of our youth. This program empowers youth to have a positive identity by teaching Native American/Alaska Native culture and values. TransActive provides the necessary support to improve the quality of life of transgender and gender nonconforming youth and their families through education, services, advocacy and research. Project Respond is the mobile mental health crisis response team for Multnomah County. They provide crisis assessment to individuals and families within the county experiencing a mental health emergency. Bridge House provides a safe, supportive, supervised home environment for seven youth ages 16 to 20 that meet homeless criteria. SE Works provides academic and career development services for youth aged 18 – 21. Students can study to take the GED, recover credit, earn original credit and prepare for transition to post-secondary education, receive career training and gain work experience. Promoting Avenues to Employment (PAVE) offers job training, occupational skills training, internships, and other employment and education-related opportunities. Gateway to College is a unique program that lets youth get their high school diploma while earning college credit.

Describe how you tailor your organization's services to meet the culturally specific needs of individuals and the community.

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Culturally specific services uplift the voices and experiences of those who, because of oppression, have been unheard or overlooked for far too long. We know many communities are unserved, underserved, and inadequately served. Because of this our programs strive to design interventions that are culturally grounded with ongoing guidance from clients and families in that community. The cultural community's lived experiences, core cultural constructs, and needs, as defined by people from that community, help inform service planning, service coordination, enrichment, recreational and cultural experiences, as well as decision-making. Services and materials should also be provided in an accessible format in the primary language of the client and the clients family.

Specific examples of how we meet the cultural needs of youth include intake forms with questions that seek to describe the youth's different identities related to race, age, gender, sexual orientation, nationality (culture of origin), religion, ability/disability status, socioeconomic status, structure of family, power in family etc. Additionally, we seek to understand the client identity, beliefs/belief systems and the social values that they hold. This is then shared with the youth's team including the foster parents in order for us to better serve the youth.

Additional examples of ways we've endeavored to meet the culturally specific needs of our youth and their communities include taking youth to important cultural events in the community, such Juneteenth celebrations, providing time and space for youth to conduct and share cultural/religious practices such as saging, and hearing and responding to the youth's desire for the program to hire in individuals who may more accurately reflect back to them their experience of the world as black and latinx youth. Likewise we have worked, where

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needed, to provide service plans and documentation in primary languages alternate to English, have brought in staff with second and third language proficiency throughout in order to maintain the smoothest communication possible, and ensured that, for individuals for whom visitation and permanency planning meet economic barriers, we provide flexible options to ensure the most successful outcomes. Lastly, in relationship to this, we believe that the changes we have made to bring in a peer leader to every staff meeting, has increased the youth's voices in the process of program planning overall.

Describe how long your agency/organization has been delivering these services.

Boys & Girls Aid has successfully delivering services for the past 20 years serving youth referred by Clackamas County Juvenile Department. We have built and nurtured relationships with the Juvenile Department staff and have demonstrated an ability to modify our services as needs for youth in our community evolve.

Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services.

Boys & Girls Aid currently provides emergency shelter care to homeless and runaway youth in Washington County at the Safe Place for Youth Shelter. As the only youth shelter in Washington County, Safe Place provides a critical service to the community. Safe Place opened its doors in 2007 and since then has served hundreds of youth in need of emergency shelter. Some youth stay for just one night, while others stay close to 60 days. Safe Place is keeping youth off the streets and providing them with the stability they need to get back on track. Safe Place also provides services for youth brought in by the Washington County police department.

Boys & Girls Aid also provides shelter services in our STEP program through our contract with Multnomah County & Clackamas County Juvenile department. Referrals are both planned and

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unplanned. Some youth stay for just one night, while others stay close to 90 days. Their involvement in the juvenile justice system varies greatly. Some are informally involved and do not have an open case, others may be moving through the court system, while others may be on probation and not meeting their conditions of release. The program provides an alternative to detention and assists youth in getting through the court process. Additionally, the program provides services to support reunification and reduce recidivism.

Throughout our work with our contractors, whenever we've received feedback, we've endeavored to respond promptly. An example of this is when it was expressed that our communication and case management paperwork were not responsive and timely. The program worked to create more internal support structures as well as re-engage JCC's with the program at both the case management and director level. This also prompted us to evaluate the workload placed on our case management staff. This resulted in us hiring a case assistant to aid in case management duties to support the heavy workload and responsibilities placed on this position. This position was filled in June 2020.

What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?

Boys & Girls Aid has a strong established relationship with the Clackamas County Juvenile Department. Our team is familiar with the values and goals of department and our services are fully align. We have shown over the years our ability to ensure the conditions of our contracts are met, and even exceeded. Additionally, to already implementing these services we also have a contract with Multnomah County Juvenile Department that is similar. We have provided after hours emergency shelter to the youth of Multnomah County for two decades and already have systems in place to support service delivery. The 24/7 placement hotline is already in place and

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the after-hours intake staff are already trained and ready to place Clackamas County youth.

Lastly, we think our relationship with Clackamas County has shown that we are able to evolve and adapt. We also believe we have demonstrated the ability to receive feedback and make changes as well as meet the evolving needs of the department. We appreciate the frequent and open communication and know that we can always work together to collaboratively solve problems. We have built strong relationships which has allowed each party to openly collaborate and resolve problems. It is this relationship, that took many years to develop, that is the foundation of our work and makes all the other work we do with youth and families possible.

Describe your ability to meet the transportation needs of youth in the program.

The program will pick youth up for placement from the Juvenile Intake and Assessment Center with a response time of two hours post acceptance. The program is responsible for transporting clients to school, to the extent not provided by the school district; medical, dental, and therapeutic appointments, to the extent not provided through the Oregon Health Plan; recreational and community activities; places of employment; court hearings and shopping for incidental items. The program will share the cost of transportation for client visits equally with the client's parent/guardian.

If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services.

At this time Boys & Girls Aid foster homes are not designated to serve only one contract, but instead are designated to a specific program. A program can serve many contracts under complimentary and similar service types. Our philosophy is to have a varied and robust configuration of providers to serve the contracts within any given program.

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Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities.

When providing services for diverse populations, the program considers a number of factors that may influence our approach with the youth and family, such as ethnic identity, religious identity, generational status, language barriers, recency of immigration, country of origin, political climate, socioeconomic status, formal and informal educational experiences, sexual identity and orientation, culturally based beliefs and practices, and the match between the language and cultural backgrounds of program staff and families served. While completing our comprehensive needs assessment it's important that we gather, understand and assess this information in order to understand how best to work with youth and families. With this information, we can strategize how to support strengths, and meet existing needs. This then guides our work an intervention with youth and families. We understand that there may be barriers to obtaining this information. Thus, it is critical that we reflect and re-strategize our approach.

Collaboration with individuals or other organizations, with complementary areas of expertise, help us be culturally responsive to the needs of our populations. For example, we often work closely with the Native American Youth Association (NAYA). Boys & Girls Aid also strives to hire staff who are bicultural and/or bilingual in Spanish and other languages that correspond to the populations we serve. Lastly, Boys & Girls Aid strives to certify families of color and families with varying gender identities.

The Sexual & Gender Minority Youth Resource Center (SMYRC) has been a partner agency of Boys & Girls Aid for the last several years. We work closely with a consultant and trainer at SMYRC who keeps us informed of best practices when working with LGBTQ youth. We have demonstrated an ability to modify our program in order to make LGBTQ youth feel most

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comfortable in our program. An example of this is changing our program bathrooms from gender specific to gender neutral. We have learned that youth with gender identity issues face deep internal conflict when it comes to having to use a restroom designed for a specific gender. It was advised by SMYRC that youth programs transition to gender neutral bathrooms in order to prevent that internal turmoil and also to prevent the possibility of bullying or shaming by other youth in the program. Over the last several years, we have been very successful serving youth with varied sexual orientation, in addition to transgendered youth in the process of transitioning to the gender with which they identify.

Describe the initial training and ongoing training staff receive related to cultural and gender responsiveness and delivering services in a cultural and gender responsive manner.

Boys & Girls Aid promotes practices that recognize and respect each individual's cultural, spiritual and personal background. Boys & Girls Aid is committed to encouraging awareness and sensitivity to diversity, equity and inclusion on the part of all its staff, foster parents and volunteers. Required trainings address all aspects of diversity, equity and inclusion including delivering services in a gender responsive manner. The following is a list of initial trainings topics staff receive through our online training system within the first 30 days of hire of hire: A Culture-Centered Approach to Recovery, Sarah Jayne Blakemore Ted Talk, The Male Box, Strength Based Programming for Girls, Best Practices for Working with LGBTQ Children and Youth, Behavioral Health Services and the LGBTQ+ Community. The staff receive a total of 5hrs of trainings on cultural and gender responsiveness and delivering services in a cultural and gender responsive manner within the first 30 days of hire. Annually our agency assesses our needs around cultural and gender responsiveness trainings, so it does not look the same year to year. Our most recent training included a presentation facilitated by Dr. Keva Miller. She presented

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on topics from her research to include disproportionality of children of color in the foster care system and criminal justice system and need for effective interventions.

Describe how you promote equity, diversity, and inclusion in your programming and staffing.

Boys & Girls Aid partnered with Next Door to facilitate a Diversity, Equity and Inclusion training. Next Door facilitated an agency wide training and has provided on-going consultation to leadership on how to implement new concepts through their learned knowledge and experience. Next Door shared their experience assessing their agency and implementing a Diversity, Equity and Inclusion Committee of which Boys & Girls Aid has now done. Boys & Girls Aid recognizes that trainings are only one piece of the puzzle. First, our conversations about diversity have evolved beyond a focus on whether different individuals are *present* in our organization, to focus on inclusion: How are different individuals' perspectives included in important decisions? How often are peoples' voices silenced? Is this an environment where people feel like they can "show up" authentically? Are differences valued, rather than merely tolerated? Second, conversation evolved from equity rather than equality. Equity recognizes that not all individuals start from the same place. Equity aims to provide opportunities for historically underrepresented populations of employees to have equal access to growth opportunities and networks that will help close the gap, from leadership levels to all aspects of institutional functioning. We not only recognize that building our capacity here is necessary for our line of work, but that it will be a continuous process. One training won't do it, nor will reading one article. The DEI committee is using the results of a surveyed administered to staff to help guide their work. Currently, their focus is on working to ensuring we have an active anti-racist position within our agency. Additionally, they are providing forums for all of our agency

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staff to come together to have open dialogue about how to talk about, acknowledge and support that Black lives matter.

Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

We recruit and hire a diverse workforce to include Spanish speaking staff as that tends to be the most common language our youth and families speak, aside from English. When we do not have a staff person available to facilitate conversations with youth and their families in their own language, we use Certified Languages International, a language line that allows us to immediately access a translator. Additionally, we contract with Linguava who provides on-site and telephonic and in-person interpretation, document translation and video relay interpretation. We also utilize a pocket translator for quick translation needs. Lastly, we partner with other agencies to who specialize in bilingual and bicultural services available to youth and families.

Describe the duties and qualifications of key staff positions.

Mary-Jackelyn Downing, Director of Juvenile Services, joined Boys & Girls Aid on May 1, 2019. Ms. Downing began her career in Mental Health with children in Roslindale, MA while still an undergraduate. Throughout her career she has grown to work within and supervise school-based programming and otherwise, working with children, adolescents, young adults and their families, throughout the city of New York, in conjunction with the Dept of Ed. and a variety of mental health funders and in a variety of capacities. Beyond this, she has cultivated extensive experience in a supervisory capacity and within performance-based contracts. Ms. Downing received her B.S. in Psychology from Suffolk University and her Masters in Mental Health Counseling for New York University. **Karlee Brandini**, Certification & Placement Director, has

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been with Boys & Girls Aid for fourteen years and has extensive experience in the field of social work. As the Placement Director, she manages a high volume of referrals and makes sound decisions regarding placement. She also oversees the Intake Coordinator and the 24/7 intake and crisis team. This includes selecting, training, and retaining a high-quality team of staff. Ms. Brandini has a bachelor's degree in psychology from Concordia University in St. Paul, Minnesota and well over a decade of experience working with youth and families in Oregon and Washington State. **Kristina Oliverio**, Program Coordinator- Ms. Oliverio has 10 years of experience in juvenile justice, graduating in 2010 from Portland State University with a Bachelor of Science, majoring in Criminal Justice and minoring in Psychology. She worked her first job out of college at Multnomah County Juvenile Detention as a Custody Services Specialist from 2010-2012. From there Kristina worked within the Juvenile Detention system of Santa Cruz County as a group supervisor while simultaneously working at the Community Action Board of Santa Cruz County with dually diagnosed adults and at risk youth who were completing community service hours as part of probation, obtaining a promotion to Program Coordinator while there. Kristina came to work with Boys & Girls Aid at the STEP program in July of 2019. **Steffen Studdard**, Case Manager- Steffen obtained his Bachelors in Sociology at Washington State University in 2015. Following that, Steffen began his work with Janus youth programs at Cordero House in 2016 as a Skills Trainer. He remained at Cordero House, obtaining a promotion to Case Manager in 2017 and continuing that work until his transition to Boys & Girls Aid in April of 2020. Throughout his time at Janus youth he built relationships with several of the JCC's and Juvenile Department staff that STEP currently works with, bringing those strong relationships along with him.

Describe the administrative management supervision structure of your agency/organization.

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As a member of Executive Leadership, our Vice President of Programs & Government Affairs, Vera Stoulil has general oversight responsibility for these services. Reporting directly to her is Michelle Ottaviano, Senior Program Services Administrator, who has been with Boys & Girls Aid for thirteen years and has been working with youth and families involved in the juvenile justice system for the last decade. To ensure effective operations across programs and foster care services, Ms. Ottaviano has oversight of the agencies residential, therapeutic foster care, juvenile justice, placement, afterhours support and foster parent certification and training services.

Describe how staff is supervised to ensure competency and appropriate delivery of service.

Our Program Director's possess advanced degrees and have knowledge of best practices in their service area. They are highly skilled and experienced providing supervision to employees who provide direct services to youth. The Program Directors are responsible for overall program management including program design & structure, oversight of clinical services, staffing patterns and roles, budget management, and contract management. They have full supervisory responsibilities including recruitment, hiring, personnel management, discipline, and termination. An agency standard is that Program Supervisors meet weekly with staff to provide clinical supervision, guidance and support to ensure staff have the skills needed to serve the youth. In addition to weekly supervision meeting Director's facilitate weekly staff meetings with the entire program team. The agency is committed to the professional development of staff and provides monthly trainings on areas to help staff grow professionally. Additionally, supervisors provide bi-annual performance reviews using a structured performance measurement tool. If there is a staff performance issue, coaching may occur in

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order to alert the employee that they need to make improvements or adjustments to their approach. We set clear expectations and also provide additional trainings if needed. Almost all issues can be resolved with a coaching session, but if for some reason improvements are not made and sustained, the employee may receive a verbal or written warning. We will then make a written plan to improve performance. If the employee is unable to meet that plan it is our job to take action and terminate employment as we know poor performance that goes unaddressed can lead to larger problems.

Program Budget

Cost Category	Clackamas County
Staffing Costs	\$44,108
Miscellaneous Costs	\$56,824
Admin/Indirect Costs	\$12,773
Total	\$113,704

Provide a proposed per day, per youth fee* for foster home placement and congregate care setting.

Section 3.3.2 of this RFP, requires that we provide 1 guaranteed bed for use by Clackamas County. To do that, BGA will need to designate a bed for the exclusive use by the County, and therefore, we will not have the ability to generate income through that bed. A guaranteed bed will need to be purchased regardless of the actual utilization. The annual cost is \$56,940 to hold the bed for the exclusive use of Clackamas County to serve this contract. This converts to a monthly cost of \$4,745, and \$156 per night. The 2nd bed will be billed at \$156 per night when used. The same rate will apply for congregate care beds if approved and utilized.

References

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*New contract, within last 3 years, to provide non-BRS shelter to DHS youth at Safe Place