



CHRISTINA L. McMAHAN
DIRECTOR

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

October 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract #7034 between Volunteers of America of Oregon, Inc. and Clackamas County to Provide Community Monitoring Services. Contract not to exceed \$327,563 for one year. Funding is through budgeted General Funds

Purpose/Outcomes	This is a contract with Volunteers of America of Oregon, Inc. to provide a pilot program for juvenile justice-involved youth. This pilot, the Community Monitoring Program (CMP), includes electronic monitoring, in-person visits, random home visits, curfew checks, and telephone call checks.
Dollar Amount and Fiscal Impact	Clackamas County General funds dollars in the amount of \$327,563 through October 10, 2023.
Funding Source	Clackamas County General Fund
Duration	Effective upon final signature through October 10, 2023.
Previous Board Action	No previous Board Action.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. The purpose of the Supervision Services Program is to 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 2. The purpose of the Assessment Program is to provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services. 3. Ensure safe, healthy and secure communities.
Counsel Review	Insert Date 9/22/2022 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	#7034

BACKGROUND:

Clackamas County Juvenile Department (CCJD) is seeking to contract with Volunteers of America of Oregon, Inc. (VOAOR) for a pilot program to provide community and electronic monitoring services. VOAOR currently operates a community and electronic monitoring service program for Multnomah County’s Juvenile Department and has a contractual relationship spanning over two decades. The Community Monitoring Program (CMP) is based on best practices, has achieved proven successful outcomes, and has trained program staffing and resources to provide the service for this pilot program.

With this contract, Clackamas County Juvenile Department (CCJD) would be able to divert some juvenile justice-involved youth who would otherwise be placed into detention to remain in the community under the Community Monitoring Program (CMP), while still maintaining public and youth safety. This contract will give juvenile justice-involved youth greater opportunity to demonstrate accountability and responsibility than they would have in detention. Additionally, youth can still remain involved in the community and access community services. The Juvenile Court establishes the conditions under which each youth will remain in the community. Under continuous supervision, the youth can continue with school or work and maintain their community ties, support systems, or alternative care.


The CMP has several service components which include electronic monitoring, in person visits, random home visits, curfew checks, and telephone calls. CMP staff provide these services seven days a week, on weekends, holidays, and in the evenings when Clackamas County Juvenile Department Court Counselors are off duty. Supervision levels vary depending on the youth’s compliance with program requirements. Youth under electronic monitoring are monitored via Global Positioning Satellite (GPS). In addition, community monitors are specially trained to detect violations of condition of releases or threats to public safety. Monitors conduct random home and school visits and evaluate any changes in the youth’s living situation within the community and file reports with the Juvenile Department. To ensure community safety, any activity that places the public at risk may result in the youth’s removal from the program and placement into detention under the authority of the County or the Juvenile Court.

The desired outcomes for the pilot CMP program are: 1) Youth engaged in CMP attend all court hearings and 2) youth remain crime-free while participating in CMP. The pilot program will allow the Juvenile Department to review data to determine if youth can be safely diverted from costly detention beds, and potentially allow a reduction in the number of contracted detention beds.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Contract.

Respectfully submitted,


Christina L. McMahan, Director
Juvenile Department



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7034**

This Personal Services Contract (this “Contract”) is entered into between **Volunteers of America of Oregon, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Clackamas County 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 **October 10, 2023**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Community Electronic Monitoring (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Twenty-Seven Thousand Five Hundred Sixty-Three dollars (\$327,563.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis for actual costs incurred for eligible expenses based on invoices submitted in accordance with **Exhibit B**, Budget, attached and incorporated by reference.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, 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: 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, and Exhibit B.

7. Contractor and County Contacts.

<p>Contractor Administrator: Phone: 971-373-1910 Email: gcussen@voaor.org</p>	<p>County Administrator: Ed Jones Phone: 503-650-3169 Email: EJones@clackamas.us</p>
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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. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 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 – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

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, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 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 eligible expenses incurred before the date of notice of termination, 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. RELEASE OF DATA. Contractor shall not disclose any data gathered in performance of this Contract that includes population, statistics, outcomes or results without the County's prior review and express prior written approval. Contractor shall not alter, omit, or otherwise change County-approved data. The provisions of this section does not restrict the County from disclosing data gathered in performance of this Contract to the extent required by any law or regulation including, but not limited to, the Oregon Public Records law. The provisions of this section does not restrict County from disclosing data gathered in performance of this Contract to another person or organization for use in research, program performance reporting, training or educational purposes so long as the disclosure is permitted by applicable law and does not include any personally identifiable information (including but not limited to a party's name, address, financial information, birthdates or social security numbers.) Nothing herein shall be construed as permitting disclosure of any data protected under applicable law.

30. 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.

31. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

32. 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.

Volunteers of America of Oregon, Inc.

Clackamas County

James B Ravelli 09.20.22
Authorized Signature Date

Chair Date

Jim Ravelli / Chief Financial Officer
Name / Title

Recording Secretary

034343-13
Oregon Business Registry #

Approved as to Form:

DNP/OR
Entity Type / State of Formation

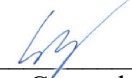
 09/22/2022
County Counsel Date

EXHIBIT A
SCOPE

A. Program Purpose

The Clackamas County Juvenile Departments (CCJD) permits some juvenile justice-involved youth who would otherwise be placed into detention to remain in the community under Community Monitoring Program (CMP). The CMP has several service components which include Electronic Monitoring, in person visits, and telephone calls. Supervision levels vary depending on the Juvenile's compliance with program requirements. The CPM gives juvenile justice-involved youth greater opportunity to demonstrate accountability and responsibility than they would have in detention. Additionally, youth can still remain involved in the community and access community services. The Juvenile Court establishes the conditions under which each juvenile will remain in the community. Under continuous supervision, the juveniles can continue with school or work and maintain their community ties, support systems, or alternative care.

Juveniles under Electronic Monitoring are monitored via Global Positioning Satellite (GPS), 24 hours a day, and seven days a week. In addition, community monitors are specially trained to detect violations of condition of releases or threats to public safety. Monitors conduct random field visits and evaluate any changes in the juvenile's living situation within the community and file reports with the juvenile department. To ensure community safety, any activity that places the public at risk may result in the youth's removal from the program and placement into detention under the authority of County or the Juvenile Court. Contractor will provide community monitoring services, as further described below.

B. Target Population

The target population served through Contractor's services are juvenile justice-involved youth in Clackamas County up to the age of 19 years who are placed on electronic monitoring pending adjudication, disposition, or post adjudication sanction. Population may include youth in out-of-home placement.

Youth on electronic monitoring may have one or more of the following characteristics:

- Anti-social peers
- Anti-social attitudes
- Anti-social behaviors
- Lack of education/employment
- Substance abuse issues
- Mental health issues
- Low motivation
- Multiple program failure
- Multiple system involvement
- Lack of family support
- Gang affected/involved

Families of youth on electronic monitoring may have one or more of the following characteristics:

- Family history of anti-social behavior
- Family stress
- Family and/or marital dysfunction
- Presence of anti-social personality, cognition and companions

- Substance abuse and untreated mental health issues
- Poor or non-existent school and/or work involvement
- Absence of moral/authoritative voice
- Long histories of system involvement
- Family members involved in various service/justice systems
- Feelings of discouragement, blame and hopelessness

The target population may live in high risk homes and in high risk neighborhoods. High risk homes are homes where youth have gun charges, high level drug dealing charges or are located in high risk neighborhoods. High risk neighborhoods consist of a location, apartment complex or street with a history of known/reported safety issues.

Approximately 25 youth will be supervised by Contractor at any given time. If capacity has not been reached for pre-adjudicated youth, Contractor will refer post-adjudicated youth to electronic monitoring by the Juvenile Court. County will review Contractor's performance utilization capacity every thirty (30) days with the Contractor and the Contractor representative during this contract period to ensure full utilization.

C. Service Specifications

Contractor shall provide the following monitoring services in accordance with the procedures described herein:

1. Contractor shall provide an orientation to all youth and the parent(s) or guardians of the youth receiving these services. The orientation will include a thorough explanation of all rules and expectations, which will minimally include the expectation of active participation in services and cooperation with rules, and the criteria for completion or discharge.
2. Contractor shall monitor safety plans and conditions of release while the youth is under the supervision of CMP.
3. Contractor shall deliver monitoring and tracking services on a scheduled and non-scheduled basis in the form of personal, telephone, computer, site visit and collateral contact with parents/guardians, schools, work and others as appropriate based on the court order as suggested by the youth's behavior while on electronic monitoring, between the hours of 1:00 p.m. and 9:30 p.m., seven days per week.
4. Contractor shall install the Wearable Miniature Tracking Device (WMTD) for youth enrolled in the electronic monitoring (EM) component. The WMTD is a one-piece tracking system that utilizes GPS technology to track client locations 24 hours a day, seven days a week. Contractor will store and maintain an inventory of uninstalled electronic monitoring equipment, report malfunctioning equipment, and package and send such equipment to the electronic monitoring service provider. If there are issues or concerns with the electronic monitoring service provider, County will make reasonable efforts to respond to Contractor's issues or concerns.
5. Contractor shall provide services in accordance with the Volunteers of America's (VOA) CMP Operations Manual and the County policies and procedures.

6. Contractor shall document all contacts with youth/parent(s)/guardian(s) and all collateral contacts regarding the youth, as well as all actions taken and decisions pertaining to the youth in the program. Documentation shall be maintained in Juvenile Justice Information System (JJIS). All information shall be entered into JJIS the end of the workday. Telephone calls from the youth after 7 p.m. may be entered into JJIS on the following day. Written reports on youth shall be submitted upon completion of the program or as requested by County.

Examples of information that shall be entered into a youth's file may include, but are not limited to:

- Reason for placement on the program as follows:
 - Juvenile Crime Prevention Risk Assessment (JCP) score, or JCP Quick Screen score,
 - Allegation(s).
- Referral source as follows:
 - Preliminary hearing referral,
 - Intake referral (pending a preliminary hearing),
 - Court or Counselor Referral of post-adjudicated youth.
- Court orders.
- Contacts by monitors, including:
 - Face-to-face visits,
 - Attempts to contact.
- GPS violations.
- Information gathered in the field, including:
 - Observations from home visits,
 - Drug and alcohol issues,
 - Abuse and violence issues,
 - School issues,
 - Collateral contacts.
- Telephone calls, including:
 - To and from youth and/or family,
 - Collateral contacts.
- Violations, including:
 - Additional law violations,
 - Curfew violations,
 - Violations of rules and expectations,
 - Violations of court orders.

- Sanctions pertaining to CMP, including:
 - Verbal warnings,
 - Written letters of warning,
 - Internal review outcomes.
 - Judicial review outcomes.
 - All meetings regarding youth.
 - Information pertaining to any action and/or follow-up taken involving a youth.
 - All information pertaining to EM and GPS.
 - Notification to youth and/or parents/guardians of youth's court dates.
 - Progress notes to include a weekly summary of youth's progress and status and rationale for decreasing, increasing or remaining on the same level of supervision and, if appropriate, recommendations regarding what the youth should focus on for the next seven days.
 - Weekly school attendance reports for youth who are in school.
7. Contractor shall assure that bilingual services are available for Spanish-speaking youth and will work with County and others to provide alternative bilingual services for youth who have other language needs. Contractor must have the capacity to serve other populations, including hearing impaired. All services of Contractor shall be delivered with sensitivity to the diversity of the youth and their families.
 8. Contractor and County shall meet regularly to coordinate all services, reporting, recommendations, and concerns and to review contact logs, documentation, placements and other issues.
 9. Contractor shall designate a staff member to serve as a primary contact for County for coordination of Contractor's CMP services.
 10. Contractor shall work in close collaboration with juvenile counselors, and Juvenile Intake and Assessment Center (JIAC) staff, as well as other County staff in the operation of this program.
 11. Contractor shall participate in meetings as designated by County program manager and shall be available to County staff and provide ongoing collaboration with all County system stakeholders on a weekly basis through a combination of meetings, telephone contacts, e-mail and periodic written reports.
 12. Contractor shall occasionally conduct electronic monitoring presentations as requested by County (e.g., Board of County Commissioners briefings).

D. Review and Placement Policy

1. Pre-adjudicated youth and post-adjudicated sanctioned youth are mandated to the program by the court.
2. Contractor shall not refuse referrals to any youth. County shall make reasonable efforts to promote program staff safety by thoroughly assessing safety risks before recommending placement in the program and communicating all known safety concerns to the Contractor at the time of referral. County shall take any safety concerns expressed by the Contractor into consideration before making a recommendation to the Juvenile Court.

E. Program Capacity and Duration

1. Contractor will maintain sufficient staff to supervise approximately twenty –five (25) youth (both pre- and post-adjudicated) placed on Community Monitoring Program (CMP) at the service levels described in the VOA CMP Operations Manual.
2. Program utilization will be reviewed every thirty (30) days with the Contractor and the County representative during this contract period to ensure full utilization.
3. Length of Program Participation for pre-adjudicated youth will be thirty (30) days, unless specified otherwise by the Juvenile Court. “Length of Program Participation” is defined as the number of days a youth is supervised by County under the CMP. Extensions beyond 30 days must be approved by the Juvenile Court. Early release from the pre-adjudicated program and/or enrollments of less than 30 days must also be approved by the Juvenile Court. At the end of the 30-day period, Contractor will recommend the youth's continuation or discharge from the program. The Juvenile Court must approve or disapprove each recommendation.
4. Length of Program Participation for youth referred for post-adjudicated sanctions is at the discretion of a judicial official. Length of Program Participation for youth in the program for a pre-adjudicated is typically 30 day.

F. Resource Coordination

1. Contractor agrees to cooperate with and participate in the County's intake/resource coordination efforts and pre-trial placement planning processes that include the following:
 - a. Provision of routine information related to availability of services, and
 - b. Participation in coordinated efforts to match youth to the most appropriate level of service delivery.
2. Contractor agrees to coordinate with County's JIAC staff at the beginning and ending of each shift for the transition to support the supervision of youth outside of Contractor's scheduled hours.

3. Contractor shall report on youth compliance with program rules or court orders to assigned CCJD Juvenile Counselors. Youth who are in compliance may be moved to a lower level of supervision. Youth in violation may be moved to a higher level of supervision or may have an Internal Review or Judicial Review Hearing as described in the VOA CMP Operations Manual.
4. County shall provide at least one shared office/workstation, including cubicles, phone, limited supplies and computers, to be utilized by Contractor staff for this program. Contractor may schedule use of County's meeting rooms for meetings, training and other activities associated with this program. Contractor's employees working on County property shall comply with all County rules, regulations, and policies applicable to Contractor's use of County property. Contractor's employees working on County property are and will remain solely the employee of Contractor. Wages, hours, discipline, and all other terms and conditions of employment are and shall remain Contractor's sole responsible.
5. Contractor and County shall work together to plan and provide an effective orientation and training for Contractor's CMP staff. Orientation topics may include but are not limited to an overview of the juvenile justice system, mandatory reporting, GPS, community monitoring standards and types of contacts. Culturally specific, racial and gender-based programming, as well as electronic monitor/GPS set-up and procedures will be included. In addition, Contractor staff will provide training and orientation for County staff and stakeholders on CMP as requested.
6. Contractor and County shall meet at minimum monthly or as needed, to review outcome documentation refine the program model and/or outcome measures.

G. Administrative Requirements

1. Contractor will deliver the aforementioned services in a manner that recognizes and supports the diverse population that County serves. Contractor and County shall work cooperatively to assess the competency of Contractor's services with regard to cultural and gender diversity and implement changes to address culturally specific concerns. Contractor may send representatives to County-sponsored diversity trainings as available.
2. Contractor may submit a letter or other documentation regarding an unresolved complaint or concern to the County designee.
3. Contractor shall comply with the provisions as stated in ORS 181A.200 and OAR 407-007-0200 through 407-007-0380 regarding criminal records checks, which apply to all employees having direct contact with youth receiving services through Contractor's contract with County. The criminal history check should provide a reasonable screening of employees in order to determine if they have a history of criminal behavior such that they should not be allowed to oversee, live or work closely with, or provide services to youth. Contractor will make the results of the criminal records check available for review by County staff upon request.
4. Contractor staffing will be required to obtain access to the State of Oregon's Juvenile Justice Information System (JJIS) and comply with all applicable requirements, processes and procedures.

5. Contractor will provide and maintain a current site VOA CMP Operations Manual and site Continuity of Operations Plan (COOP) to the County. Contractor will participate when requested in County's Continuity of Operations Plan planning meetings.

H. Performance Objectives

County 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. Performance under this Contract may be monitored and evaluated by County Performance, Planning and Research unit. The parties will data collection strategies relative to the services being provided and desire to set a high yet attainable goals. If performance falls below the expected levels, County agrees that, prior to pursuing any rights and remedies under the Contract, County will first attempt to work cooperatively with Contractor to identify and solve problems. If such cooperation fails to cure Contractor's performance problems, County may pursue any right and remedy available to it under the Contractor. Performance measures are subject to revisions.

I. Reporting

Contractor will submit output/reporting measures at a minimum of monthly to County and will be periodically reviewed with County. Output/reporting measures will be determined by the County in conjunction with Contractor. The contents and format of this report shall be determined by County and Contractor, and include information to which Contractor has reasonable access.

**EXHIBIT B
CONTRACTOR BUDGET**



OREGON

Community Monitoring Program

Prepared for Clackamas County

365 Days of Service per Year

EXPENSE	Amount
<i>Personnel Expenses</i>	
Salary and Wages	\$171,737
Employee Benefits	\$39,319
Employee Taxes	\$30,427
<i>Total Personnel Expenses</i>	\$241,483
<i>Other Direct Expenses</i>	
Advertising and Promotions	\$500
Supplies	\$150
Communications	\$1,100
Conference, Travel, & Training	\$20,400
Other Administrative Expenses	\$804
<i>Total Other Direct Expenses</i>	\$22,954
Administrative Overhead (Indirect)	\$63,126
TOTAL EXPENSES	\$327,563

Signature: *Greg Cussen*
Greg Cussen (Sep 16, 2022 13:13 PDT)

Email: gcussen@voaor.org

Signature: *Pete LaRous*

Email: plaraus@voaor.org

Signature: *Elizabeth Sherman*

Email: esherman@voaor.org

Signature: *Smartinez*

Email: smartinez@voaor.org

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Document Title:

After filing please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____