

October 13, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Professional Service Agreement with Clackamas Workforce Partnership to coordinate Expungement Clinics for the Clean Slate Clackamas Project. Maximum Value is \$30,000. Funded through Clackamas Workforce Partnership.  
No County General Funds are involved

<b>Purpose/Outcome</b>	The Children, Family and Community Connections (CFCC) Division of Clackamas County requests approval of a renewable local grant from Clackamas Workforce Partnership (CWP) to coordinate Clean Slate Clackamas Project to provide expungement clinics, which clear old criminal records to remove barriers to employment, housing, and education.
<b>Dollar Amount and Fiscal Impact</b>	Award has a maximum value of \$30,000 No County General Funds are involved.
<b>Funding Source</b>	Clackamas Workforce Partnership Contract No. 22-23-09
<b>Duration</b>	September 1, 2022-June 30, 2023
<b>Previous Board Action/Review</b>	Approval to Apply: 7/21/22 BCC Issues: 10/12/2022
<b>Strategic Plan Alignment</b>	1. Grow a Vibrant Economy - Provide customized employment services to individuals with barriers to employment so they can obtain and retain career path employment leading to self-sufficiency.  2. Ensure safe, healthy and secure communities by preparing individuals with barriers to employment for careers.
<b>Counsel Review</b>	This Revenue Contract has been reviewed and approved by County Counsel on 9/26/22: KR
<b>Procurement Review</b>	Was the item processed through Procurement? No Revenue Contract
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	H3S #10754

**BACKGROUND:**

The Clean Slate Clackamas Project aims to increase access to justice, education, and career training, and to address the lasting impacts of incarceration and experiences with the legal system. The goal is to help community members throughout Clackamas County reduce barriers to employment, housing, and education, to achieve personal and economic stability. The clinics allow individuals with certain non-violent offenses on their records have those removed thereby removing barriers to many employment, housing and volunteer opportunities. The clinics have been hosted by CFCC in partnership with CWP and community partners on a

pilot basis. Based on their success, CWP is funding their continuation and is seeking an entity to assume the coordinating role they have been playing.

Professional Service Agreement has a maximum value of \$30,000 for services effective September 1, 2022 through June 30, 2023. Clean Slate Clackamas Project is in an expansion phase following a successful pilot. The future of the program will be re-assessed in Spring 2023.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook, Director  
Health, Housing & Human Services

**PROFESSIONAL SERVICES AGREEMENT**

THIS CONTRACT is between **Clackamas Workforce Partnership**, hereafter called CWP, and **Clackamas County Children Family Community Connections** hereafter called CONTRACTOR. In the event of any conflict between the stated provisions of this contract and its attached documents, the provisions of this contract shall control.

**THE PARTIES AGREE:**

1. **Description of Services and Deliverables** — Refer to Exhibit A: Statement of Work.
2. **Acceptance** — Acceptance under these contract terms is defined as written notification from CWP of receipt of a satisfactory work product. Written notification may be in the form of electronic communication and may come from CWP staff assigned oversight for the contracted work.
3. **Term** — Services will begin September 1, 2022 and terminate upon completion and acceptance of the deliverables outlined within this contract, but no later than June 30, 2023 unless earlier termination as provided for in Section 9 herein.
4. **Compensation** — Payment amount not to exceed **\$30,000**. Refer to Exhibit A Statement of Work for details and limitations.

CWP will pay 10 equal installments of \$3,000 over 10 months. Payments shall be made as invoiced upon completion and acceptance by CWP of the deliverables.

CONTRACTOR shall submit invoices to CWP itemizing deliverable addressed by the 10<sup>th</sup> of the following month. Payment shall be processed in the normal course and manner for accounts payable, not to exceed thirty (30) days from the date of billing.

Final payment shall be invoiced within 30 days of completion and acceptance of all deliverables. The maximum amount payable by CWP to the CONTRACTOR shall not exceed the contract total.

5. **Independent Contractor Status** — CONTRACTOR is an independent contractor and is not an employee of CWP. CONTRACTOR is responsible for all federal, state and local taxes, employee benefits, Worker's Compensation coverage, and fees applicable to services provided under the terms of this agreement.
6. **Subcontracts and Assignment** — CONTRACTOR shall neither subcontract with others for any of the services prescribed herein nor assign any of CONTRACTOR rights acquired hereunder without the prior written consent of CWP. CWP is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
7. **Access to and Retention of Records** — CWP' authorized representatives shall have access to the documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purpose of process documentation or making audit, examination, excerpts, and transcripts.

Documents, papers and records directly pertinent to this contract must be retained for the longer of six (6) years or a specific date communicated by CWP at any time during the six (6) year period. Retention period begins with the termination of the contract.

8. **Ownership of Work Product** — All work products of the CONTRACTOR which result from this contract are the exclusive property of CWP.
9. **Early Termination** — This contract may be terminated by mutual consent of both parties, or by either party upon 30 days written notice. In the case of CONTRACTOR breach of the terms of this agreement, CWP may terminate or modify this contract, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice.
10. **Compliance** — CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, rules, policies, and procedures, as well as the terms of this agreement. If CONTRACTOR is a Contracting agency as defined by ORS 279A.010(b), or will be providing services to a public body as defined by ORS 279A.010(y), then CONTRACTOR shall comply with all requirements of ORS 279B.020 and 279B.200 to 279B.240 applicable to personal services contracts in the performance of services under this Agreement.

**11. Security of Information**

**Breach Notification** — Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with applicable privacy laws.

CONTRACTOR will not inform any third party of any Security Breach without first obtaining CWP' written consent from the Executive Director

CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

**Confidentiality** — Confidential Information means (i) all information, however documented, that is a trade secret of CWP within the meaning of the Oregon Trade Secret Act; (ii) all information marked or designated by CWP as “confidential” or “proprietary”; (iii) all information, whether or not in written form and whether or not designated as confidential or proprietary, which is known to Contractor as being treated by CWP as confidential or proprietary; (iv) all information provided to CWP by third parties which CWP is obligated to keep confidential; and (v) all other information that has been created, discovered, developed or otherwise become known to CWP, and/or in which property rights have been assigned or otherwise conveyed to CWP, that has commercial value to CWP. Confidential Information shall include information in any form in which such information exists, whether oral, written, filmed, taped, computer disk, or other form of media. Confidential Information shall include, by way of illustration and not limitation, names of participants and customers.

**Covenants of Non-Disclosure and Non-Use** — Contractor agrees that he/she will maintain the confidentiality of all Confidential Information, and will not, during the term of this Agreement or thereafter, reveal, communicate or disclose any Confidential Information, directly or indirectly, under any circumstance or by any means, to any person, entity or third party. Contractor agrees to exercise the highest degree of care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality. Contractor further agrees that he/she will not, during the term of this Agreement or thereafter, directly or indirectly, copy, reproduce, summarize, quote or make any commercial or other use whatsoever of any Confidential Information, except as may be necessary to perform the Services under this Agreement.

**12. Non-Discrimination** — CONTRACTOR agrees to comply with all applicable requirements of federal and state employment law, civil rights and rehabilitation statutes.

**13. Indemnification** — Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, CONTRACTOR shall hold CWP and Clackamas County harmless from liability arising, in whole or in part, from the acts, performances, errors, or omissions of the CONTRACTOR.

**14. Modifications** — CWP may unilaterally modify or terminate this contract if its grants are suspended, reduced, or terminated before or during the contract period, or in order to accommodate any change in the Workforce Investment Act, the Workforce Innovation and Opportunity Act or in the interpretation of either of the Acts, or in any applicable local, State, or Federal laws, regulations, rules, policies, or grant terms.

CWP may unilaterally modify this contract whenever such action may be required by significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP. In this event, notification of intent shall be provided to CONTRACTOR no less than thirty (30) calendar days prior to the effective date of the modification.

**15. Notices** — All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the contact information outlined in this contract.

**16. Signatures** — CWP and CONTRACTOR, by signature below, hereby agree to be bound by all the terms and conditions of this contract. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties.



**Contract Agreement 22-23-09**

- 17. **Waiver** — Waiver of any default under this contract by CWP shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this contract.
- 18. **Governing Law** — The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and, rules of CWP, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this contract must be brought in Clackamas County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 19. **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 invalid.
- 20. **Merger Clause** — This contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this contract are contained in this contract. No waiver, consent, modification or change in the terms of this contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**CLACKAMAS WORKFORCE PARTNERSHIP**  
365 Warner Milne Rd Suite 202

Oregon City Oregon 97045

**CLACKAMAS COUNTY**  
2051 Kaen Road

Oregon City, O 97045

By: \_\_\_\_\_  
Bridget Dazey                      Date  
Title: Executive Director  
  
\_\_\_\_\_  
93-1246270  
Federal Tax ID Number

By: \_\_\_\_\_  
Tootie Smith                      Date  
Title: Clackamas County Board Chair  
\_\_\_\_\_  
93-1315027  
Federal Tax ID Number

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## **Exhibit A: Statement of Work**

### **SUMMARY**

Through this project Clackamas Workforce Partnership (CWP) will contract with Children, Family Community Connections (CFCC) to support CWP's effort to continuously develop and improve service delivery by continuing to implement Clean Slate Clackamas, an expungement clinic to provide statewide residents a Clackamas County location to access second chance services. CFCC staff, in partnership with CWP and other partners, will continue to recruit and train new volunteers; work with and maintain relationships with existing volunteers; provide outreach to County residents; do pre-screening eligibility using the existing model; and answer and resolve any post-clinic follow up questions and issues. CFCC will maintain current relationships with volunteer attorneys and paralegal aids to ensure participants have access to legal support services at each clinic. CFCC will track all expungement participants' data.

### **With training and support from CWP, CFCC will:**

- Provide administrative support, partner/volunteer coordination, participant pre-screening, clinic support and post clinic participant follow-up;
- Utilize RecordSponge (online expungement system) and continue to educate staff and partners in its function and capabilities;
- Diagnose problem areas and help eliminate or minimize waste and barriers to flow.
- Receive permission from CWP before implementing any changes to the existing model and if approved, track and measure the results of implementation experiments;
- Provide participant referrals based on situation and need to:
  - Project Reset (aka: Clackamas County Fine Forgiveness Program),
  - SB 819 in partnership with Lewis and Clark College (for participants who potentially qualify for a reduction in charges and additional expungement service),
  - Develop and maintain a relationship with the Clackamas County juvenile expungement program; and/or
  - WorkSource Oregon – Clackamas Partners to include but not limited to: Oregon Employment Department (OED); Clackamas Community College (CCC) Adult and Dislocated Worker and Adult Education and Literacy; Clackamas Education Service District (ESD) WIOA Youth Services, Immigrant & Refugee Community Organization (IRCO), Easterseals Oregon, Oregon Department of Human Services (ODHS) Self-Sufficiency and Vocational Rehabilitation.
- Collect program participant data (**see Attachment A**) and provide updates to CWP related number of eligible participants, demographics, numbers attending expungement clinics, service needs, and referrals to services and system partners.
- Meet with CWP Program Manager monthly to provide an update on progress and outcomes and identify areas of need and program support; and
- Support outreach efforts which include, but are not limited to social media, newspaper, TV, radio, regional workforce system events, the Workforce Partner Network, businesses, non-profits, and other opportunities to connect with our community at large. Any media inquiries must be run through CWP first. CFCC will acknowledge CWP and State of Oregon as the funding source (as well as including CWP's logo on any outreach materials) and will tag/link all social media posts related to this project to CWP.

### **Clackamas Community College - Key Partnership**

Clackamas Community College has agreed to support the expungement clinics in several ways that will maximize the impact of the events, including helping to recruit volunteers, looking into potential sources for funding to cover fines, and processing fees and hosting clinics.

**PERFORMANCE**

Through this effort all staff will play a part in continuous improvement efforts in the workforce system. CWP and CFCC will work together with all staff to continually assess processes and flows to improve service delivery. A key result of this will be a more engaged staff and volunteer pool; greater awareness of system structures and processes; and staff-led improvement efforts on a continuous basis, resulting in increased access to expungement services.

Number of Clinics in Program Year	20
Rural Area Specific Clinics	2

**Attachment A**

**Data Points Collected:**

1. Service needed (Criminal Record Expungement, DACA (referral to PCC CLEAR), Eviction Support (referral to PCC CLEAR), Name/Gender Marker Updates (PCC CLEAR))
2. Legal Name
  - a. First
  - b. Last
  - c. Alias (as needed)
  - d. Date of Birth (Month/Year/Date)
  - e. Address
  - f. Phone
  - g. Email
  - h. Racial/ethnic identity (includes prefer not to disclose, prefer to describe and other)
  - i. Any additional information you would like to provide
  - j. Are you interested in learning more about the following:
    - i. Employment/Job Search
    - ii. Housing
    - iii. Financial Planning/Money Management
    - iv. Education and Training
    - v. Food Assistance
    - vi. Veterans Supports (adding this for the next clinic)
    - vii. Child Care Supports (adding this for the next clinic)
  - k. How did you hear about our clinic?
  - l. Do volunteers have your permission to loop up your criminal record (yes/no)

**All emails to participants/applicants have the following signature in the email:**



**Amanda D. Wall** (*She/Her/Hers*)  
Community Relations Manager  
503.657.6644 x105 (main)  
<http://www.clackamasworkforce.org/>

**DISCLAIMER:**

We are only able to access your Oregon county circuit court records. Your analysis may be different if you have had cases:

That were expunged in the last 7 years (these no longer show up in the court system);  
That are from states outside of Oregon within the last 7 years;  
That are from federal court within the last 7 years; or  
That are from local municipal or city courts (for example, Beaverton municipal court) within the last 7 years.  
For which you are still on court supervision.  
Please let me know if any of the above apply to you, and we will update your analysis.



# COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following:

\_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_