

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 2022-795**

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County District Attorney’s Office, hereinafter referred to as “County”, and Community Solutions of Central Oregon, hereinafter referred to as “Contractor”, collectively “Party” or “Parties”. The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be October 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor’s completed performance or on December 31, 2023, whichever date occurs last. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

**Contract Documents.** This Contract includes Pages 1-12 and Exhibits A-F

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: 1010 NW 14<sup>th</sup> Street, Suite 100, Bend, Oregon, 97703

Federal Tax ID# or Social Security #: 93-1247063

Is Contractor a nonresident alien? Yes  No

Business Designation (check one): Sole Proprietorship Partnership  
Corporation-for profit X Corporation-non-profit  Other, describe:

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.** NOTE: Contractor shall also sign Exhibits D, E and G.

Katharine Dalton Executive Director  
Signature Signer ID: HXQVWZNUG2... Title  
Katharine Dalton 12/09/2022  
Name (please print) Date

**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator.

\_\_\_\_\_  
Signature Title  
\_\_\_\_\_  
Name (please print) Date

## STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Contractor's Services.** Provide case management services for the offender (responsible party) and victim (harmed party) on 50 Emerging Adult Program. Engage in program meetings to help select the cases for inclusion, attend each cases initial restorative justice circle, and participate in program development meetings. Oversee the management and distribution of the victim/offender support fund.

Exhibit A – OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Exhibit B – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Exhibit C – INSURANCE

Exhibit D– CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

Exhibit E – WORKER'S COMPENSATION EXEMPTION CERTIFICATION

Exhibit F – CONFIDENTIALITY AGREEMENT

The above-referenced exhibits are attached hereto and incorporated by this reference.

3. **Consideration.** It is understood and agreed that in the event the amount of funds the District Attorney's Office receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
  - A. Payment for services charged to this Contract shall not exceed the maximum sum of **\$331,930.56** inclusive of travel and all other expenses.
  - B. Contractor shall submit an annual cost estimate payment to the County detailing the services that will be performed. County will only pay for completed work that is accepted by County. Cost estimate and supporting documentation must be sent to County Accounts Payable by mail, fax or e-mail as indicated in Paragraph 13, "Notice".
  - C. Prior to approval or payment of any cost estimates, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract.
  - D. Contractor shall not request cost estimate payment and County will not pay, any amount in excess of the maximum compensation 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. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
4. **Expense Reimbursement.** This Contract does not provide for the reimbursement of Contractor for travel expenses or other expenses.
5. **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.
6. **Work Standard.**
  - A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
  - B. For goods and services to be provided under this Contract, Contractor agrees to:
    - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;

- 2) comply with all applicable legal requirements;
- 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
- 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

**7. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. 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, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to 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.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**8. Reserved.**

**9. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.

**10. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

**11. Reporting.**

- A. Contractor agrees to prepare and furnish such reports and data as may be required by County, to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures Contractor agrees to, and does hereby grant County, the right to reproduce, use and disclose for County, purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Contractor shall make available to County and any individual for whom Contractor furnishes

services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

- B. Contractor shall permit County and CJC to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- C. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of ten (10) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
- D. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

**12. Confidentiality.** In addition to the obligations imposed upon Contractor by **Exhibit F**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

**13. Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the District Attorney.
- C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:	To County:
Community Solutions of Central Oregon	Deschutes County District Attorney
Katharine Dalton, Executive Director	1164 NW Bond Street
1010 NW 14 <sup>th</sup> St. Suite 100	Bend, Oregon 97703
Bend, OR 97703	
Phone number: 541-383-0187	To County – Remit cost estimates to:
Email: <a href="mailto:director@solutions.co.org">director@solutions.co.org</a>	Kathleen Meehan Coop, Management Analyst
<a href="https://www.solutionsco.org/">https://www.solutionsco.org/</a>	Deschutes County DA's Office
	1164 NW Bond St.
	Bend, Oregon 97703
	Phone: 541-317-3175
	Fax No. 541-330-4698
	Email: <a href="mailto:Kathleen.meehancoop@dcca.us">Kathleen.meehancoop@dcca.us</a>

**14. Termination.** All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:

- A. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give notice whenever possible.
- B. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Contract.
- C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service under this Contract.
- D. With thirty (30) days' written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- E. Upon written notice, if the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
  - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
  - 2) Misuse of funds.
  - 3) Intentional falsification of records.
- H. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- I. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

**15. Payment on Early Termination.** Upon termination pursuant to Paragraph 14, payment shall be made as follows:

- A. If Contract terminated because funding from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
  - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and

- 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
- 3) Subject to the limitations under paragraph 17 of this Contract.

**16. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**17. Remedies.** In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; 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. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**18. Suspension.** Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:

- A. Failure of Contractor to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
- B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Contractor to make satisfactory progress toward the approved goals and objectives.
- D. Failure of the Contractor to adhere to the requirements for the provision of services.
- E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.

**19. Independent Contractor.** County is not, by virtue of this Contract, a partner or joint venture with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**20. Contractor and Subcontractors.** Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**21. Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.

**22. No Third Party Beneficiaries.**

- A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**23. Constraints.** Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- A. Contractor shall:
  - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
  - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- C. 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.

**24. Insurance.** Contractor shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein.

**25. Settlement of Disputes.** Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County District Attorney will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**26. Indemnity and Hold Harmless.**

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

**27. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.

**28. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**29. Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in Exhibit H, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.

**30. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 14 of this Contract.

**31. Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.



**32. Entire Contract.** This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.

**33. Waiver.**

- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**34. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**35. 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 this Contract did not contain the particular term or provision held invalid.

**36. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**37. Representations and Warranties.**

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**38. SB 675 (2015) Representation and Covenant.**

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**39. Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Contract: 7 (Ownership of Work); 10 (Successors in Interest); 11 B (Access to Records); 12 (Confidentiality); 13 (Notice); 16 (Contractor's Tender upon Termination); 17 (Remedies); 22 (No Third Party Beneficiaries); 26 (Indemnity & Hold Harmless); 33 (Waiver); 34 (Governing Law); 37 (Representations & Warranties).

**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-795**  
**OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS**

**Background:**

In Deschutes County there are over 400 cases a year involving young adult offenders, and they have a three-year recidivism rate of 60%. This is not surprising since the human brain does not reach full development until an individual is in their mid-20s, and once someone enters the criminal justice system it often creates life situations that result in the individual repeating acts that return them to the criminal justice system. Since young adulthood is also a pivotal point in life development, providing just the right level of assistance and support has the potential to keep these community members from returning to the criminal justice system and improving their life outcomes. In addition, by putting young adult offender cases through a special initiative outside the criminal justice system, the victim in these cases has a greater opportunity to have their voice heard and to feel as if justice has been achieved.

To address this challenge the DA's Office in partnership with Community Solutions of Central Oregon and Thrive Central Oregon, applied and received grant funding to implement a community-based restorative justice program.

**Definitions:**

- Emerging Adult Program (EAP) – a community-based restorative justice initiative for young adult (18-24 years old) offenders and their victims on eligible cases
- Restorative Justice (RJ) – a system of criminal justice that in Deschutes County occurs pre-charge, requires the offender to accept responsibility for his/her actions and focuses on the rehabilitation of the offender through reconciliation with the victim and the community at large
- Responsible Party (RP) – young adult offenders accepted into the EAP
- Harmed Party (HP) – victims of the young adult offenders in the EAP
- Case Manager – an employee of Thrive Central Oregon that will work with the RPs & HPs to assist them with accessing services, and tracking the RPs progress in completing their accountability plans.
- Young Adult – 18 to 24-year-old individuals suspected of a crime in Deschutes County
- Community Facilitator – paid community “volunteers” that serve on a three-person team that facilitate the EAP restorative circles, and who work with the RP to establish a personalized accountability plan.
- Victim-Centered Cases – EAP cases that have an individual(s) that have been identified as having a victim.
- CVWI Cases – EAP cases that involve a corporate victim that has waived involvement or a case that the EAP team deems does not have an easily identifiable victim.
- Lead Facilitator – employee of CSCO that is a professionally trained mediator/facilitator in restorative justice who will serve as the lead facilitator in the EAP victim-centered circles. The lead facilitator will also be charged with conducting the prep-circle meetings with HPs and RPs involved in the victim centered circles.
- Program Coordinator – employee of CSCO that will be responsible for coordinating the EAP Victim-centered circles
- Restitution fund – CJC Restorative Justice grant funds available to help provide restitution to the HP when a RP has committed to the program, but has been unable to pay restitution in full to make the HP whole.
- Community facilitator payment fund – the CJC Restorative Justice grant monies to be used to pay the “volunteer” community facilitators a wage and/or stipend for their time and commitment to the program.
- EAP Partner Team – EAP program staff at DA's Office, CSCO, Thrive and Deschutes Defenders

**Program Overview:**

The EAP partners seek to improve criminal justice outcomes for young adults by implementing the EAP. The EAP is a voluntary opportunity that strives to 1) improve the outcomes for young adults that have engaged in criminal activity by allowing them to earn a dismissal on their case and avoid the unintended consequences of an arrest record and 2) enhance the victim's feelings of perceived justice.

Cases that involve the responsible party will be identified by the EAP team. A victim advocate will engage with the harmed party to explain the program and to gain an understand of what the victim needs, to feel as if justice has been served. The responsible party will then be invited to participate in the program. The RP will attend an orientation to learn more about restorative justice, to meet with a public defender to discuss their case, and to review and sign the program's release of information (ROI) to participate. The RPs will then engage in an RJ Circle on either the Corporate track or Victim-centered track to discuss their situation in a supportive, non-judgmental environment and the RP will gain an appreciation of the harm their actions have caused the harmed party. The restorative circles are run by teams of three trained facilitators.

During these individual circles, the RPs will accept responsibility, and will work with the facilitation team to develop an accountability plan to amend for their actions. The actions outlined in the accountability plan will ideally be completed within six-months. The RP will meet with a case manager monthly while they are enrolled and will meet with the original team of facilitators every other month to discuss progress on their plan. If the plan is completed and the RP has not been cited for any new criminal offenses, the case will be dismissed and no charges will be filed.

The Emerging Adult Program's objectives are to:

1. Reduce the three-year recidivism rate for young adults participating in the program to **30%**.
2. Improve community safety by redirecting **50** young adults per year into a program that increases education and/or employment opportunities.
3. Improve victim outcomes by connecting victims to social services and increasing the likelihood of receiving restitution by **50%**.
4. Expand victim access to community services by engaging **60%** of our victims involved in our victim-centered cases with a case manager.
5. Eliminate the need for approximately **120** court hearings.

### **Community Solutions of Central Oregon's EAP Role:**

CSCO will:

1. Provide a program coordinator and professional mediator to support the program.
2. Participate in EAP case staffings
3. Attend and present at EAP Orientations for all cases
4. Coordinate, host and facilitate all EAP Victim Centered meetings and circles required to prepare the HP, RP, community facilitators, case manager for the circles and the initial and follow-up circles.
5. Coordinate, host and facilitate all the RJ Victim-Centered Circles
6. Participate in quarterly partner meetings
7. Provide meeting facility space
8. Manage and distribute the community facilitator payments for all EAP community facilitators
  - a. Track spending on service and report on fund expenses
9. Oversee the collection and distribution of restitution funds between RPs and HPs, and manage and distribute the program' restitution fund to HPs for both the Victim Centered and CVWI cases
  - a. Track spending on service and report on fund expenses
10. Coordinate and provide specialized RJ and communication training for the EAP partners and community facilitators staff and attend the EAP pre-meetings for all EAP circle sessions
11. Manage and schedule the Victim-centered community facilitators.

**EXHIBIT B**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-795**  
**STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE**

**1. Contractor Services.**

- A. Dedicate a 0.5 FTE Lead Facilitator and 0.75 FTE Program Coordinator, with CSCO Executive Director oversight and support to the EAP.
  
- B. Victim-Centered Circles
  - a. Facilitate RJ Circles and follow-up circles for 25 victim-centered cases
  - b. Schedule and provide up to three RJ prep meetings for HPs of these cases
  - c. Schedule and provide up to two RJ prep meeting for the RPs for these cases
  - d. Update and maintain Cognito forms with meeting summaries, attendance, meeting dates, accountability plans and changes for victim-centered cases
  - e. Track RP accountability plans and verify they are completed for these cases
    - i. Check with DA's Office to ensure no new citations
  - f. Community facilitators
    - i. Manage schedules to ensure coverage at circles and pre-meetings
    - ii.
  
- C. Communication
  - a. Serve as the primary conduit of information about victim centered cases to the case manager, DA' Office
  - b. Notify EAP team general case status and when RPs have graduated or are not in compliance
    - i. Provide updates at case staffings, or more frequently to EAP partners, if needed
  - c. Connect with case manager and victim advocate on HP updates
  
- D. Meetings/Circles
  - a. Case Staffings – bi monthly
  - b. EAP Orientations – bi monthly (CVWI and victim-centered cases)
  - c. RJ Prep – HP & RP (victim-centered cases)
  - d. Pre-meetings (victim-centered) to prepare community facilitators
  - e. Initial Circles (victim-centered) - 25 circles
  - f. Follow-up circles (victim –centered) – at least 75 circles, may be more if a RP enrollment is extended.
  - g. Community Facilitator Trainings – as scheduled
  - h. Planning & Development – quarterly
  
- E. Training/Recruitment
  - a. Serve as the primary training coordinator and/or training entity for volunteer and staff training
  - b. Assist and pay for specialized training to support program outcomes
  - c. Co-develop and implement the primary community facilitator training in December 2022 and January 2023
  - d. Provide additional or ongoing training for new and existing community facilitators as needed
  - e. Co-develop and implement community facilitator orientation/informational meeting in November and as needed
  
- F. Restitution Fund
  - a. Establish non-interest bearing account to hold funds
  - b. Develop a process for the collection and distribution of restitution payments on CVWI and Victim-centered cases
  - c. Collect restitution payments from RP and distribute payments to HPs.
  - d. Manage and dispense restitution fund payments to HPs
    - i. Amounts to be paid to be determined by the EPA partner team during staffing and authorized by the DDA.
    - ii. resource funds to HPs & RPs based on individual needs
  - e. Develop mechanism for tracking and reporting on fund expenditures
  
- G. Community Facilitator Payments
  - a. Establish non-interest bearing account to hold funds

- b. Manage and dispense community facilitator payment fund to community facilitators for hours participating in meetings, circles and trainings
  - i. Develop a process for tracking volunteer time
    - 1. Establish rules and regulations for how community facilitator hours will be collected, time determined and processed, and how payments will be distributed. Hourly or case stipend
  - ii. Make payments to community facilitators for their work on a quarterly system.
- c. Develop mechanism for tracking and reporting on fund expenditures

H. Reporting

- a. Track and report semi-annually on connections with and data on RPs and HPs
- b. Track and report quarterly on Restorative Justice Facilitation Fund finances
- c. Track and report quarterly on Community Facilitator Payment Fund finances
  - i. Provide copies of distribution receipts
  - ii. Provide copies of volunteer hours
- d. Track and report quarterly on Restitution Support Fund finances
  - i. Provide copies of distribution receipts
- e. Allow for annual audit of books

I. Training

- a. Co-coordinate and host a multi-day training program w/internal and external trainers for the community facilitators, staff and partners
- b. Coordinate and host a specialized EAP training for EAP partners
- c. Present on services provided at the EAP community facilitator training
- d. Participate in specialized program trainings for EAP partners
- e. Provide additional training services as needed

J. Project period

- a. Program effective October 1, 2022 to December 31, 2023.
  - i. Funding has been secured for 2 years, expectation is that we will be granted a no-cost extension until October 31, 2024.

K. Cost Estimate Payments

- a. Submit cost estimate payments for RJ Circle Facilitation, Restitution Fund and Community Facilitator Payments separately.
  - i. Request cost estimate payments in October 2022 and June 2023.

**2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:

- A. A Point of Contact (POC) to coordinate schedule, media delivery, testing methodology and other applicable communication.
  - a. POC – Kathleen Meehan Coop, Deschutes County District Attorney's Office, Management Analyst, DeschutesSafe, 1164 NW Bond St., Bend, OR 97703, [Kathleen.meehancoop@dcda.us](mailto:Kathleen.meehancoop@dcda.us); office number 541-317-3175, cell number 703-943-9728.
- B. County POC shall provide guidance and direction regarding project and facilitate communication between County and Contractor to obtain appropriate management approval pertaining to both project and Contractor cost estimate(s).
- C. Oversee the grant reporting requirements.

**3. Consideration.** County shall provide payments to Contractor once Contractor's cost estimate is approved.

- A. Contractor will submit two cost estimate payments to the County as outlined in Paragraph 6 of this Exhibit B, "Contractor Budget". Cost estimates should be sent to the attention of Kathleen Meehan Coop, Management Analyst, DeschutesSafe, Deschutes County District Attorney's Office, 1664 NW Bond Ave., Bend, Oregon 97703 or [Kathleen.meehancoop@dca.us](mailto:Kathleen.meehancoop@dca.us).
- B. Contractor shall not be entitled to reimbursement for expenses.

**4. The maximum compensation.**

- A. The maximum compensation under this Contract is **\$331,930.56**.
  - a. \$262,286.56 – RJ Circle Facilitation
  - b. \$ 28,750.00 – Restitution fund distribution and management
  - c. \$ 40,894.00 – Community Facilitator Payments distribution and management
- B. Contractor shall not submit cost estimate payments for, and County shall not pay for any cost estimate payments in excess of the maximum compensation amount set forth above.
  - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
  - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's cost estimate for payment.
- C. Contractor shall submit separate cost estimate payments for RJ Circle Facilitation, Restitution Fund and Community Facilitator.
  - 1) Funds remain after Year 1 can be rolled into Year 2

**5. Schedule of Performance or Delivery.**

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B and the County approved detailed timeline submitted by Contractor to County.
- B. County will only pay for completed work that conforms to the terms of the Contract.

**6. Contractor Budget.**

<b>Budget Items</b>	<b>Sub Totals</b>	<b>Two-Year Budget Amount</b>
<b>Restorative Justice Circle Facilitation</b>		<b>\$262,286.56</b>
<i>CSCO EAP Staff</i>	205,944.27	
<i>Meeting/Circle rental space</i>	2,500	
<i>Training</i>	17,131	
<i>Volunteer recognition</i>	2,500	
<i>Administration fee</i>	34,211.29	
<b>Restitution Fund</b>		<b>\$28,750.00</b>
<i>Restitution payment funds</i>	\$25,000	
<i>Administration fee</i>	\$3,750	
<b>Community Facilitator Payments</b>		<b>\$40,894.00</b>
<i>Community facilitator payment funds</i>	\$35,560	
<i>Administration fee</i>	\$5,334	
<b>Total</b>		<b>\$331,930.56</b>

**EXHIBIT C**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-795**  
**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name: Community Solutions of Central Oregon

**Workers Compensation Insurance** in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County                       Not required by County      (One box must be checked)

Claims Made Policy                       Approved by County                       Not Approved by County



**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County       Not required by County (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Date

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-795**  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Shall Complete A or B in addition to C below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a [check one]:  
Corporation  Limited Liability Company  Partnership  authorized to do business in the State of Oregon.  
Katharine Dalton Executive Director 12/09/2022  
Signature Signer ID: HXQVWZNUG2... Title Date

Fill out  
EITHER  
Box A or  
Box B  
below.

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.**

- A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Fill out  
EITHER  
Box B or  
Box A  
above.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

*Katharine Dalton*

12/09/2022

Contractor Signature

Date

**EXHIBIT E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-795**  
**WORKERS' COMPENSATION EXEMPTION CERTIFICATION**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

**NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**Exhibit F**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-795**  
**CONFIDENTIALITY AGREEMENT**

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information, which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, health records, personal information and financial records of individuals and businesses are confidential.

It is important that Community Solutions of Central Oregon ("Contractor") understand the obligation to maintain the confidentiality of information and records, which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

**BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.**

Contractor

Deschutes County

BY:

Katharine Dalton

Signer ID: HXQVWZNUG2...

Signature

BY:

Signature

Name: Katharine Dalton

Type Name or Print Name

Name: .

Type Name or Print Name

Title: . Executive Director

Title: .

Date: . 12/09/2022

Date: .



# Signature Certificate



Envelope Ref:7de238fae017fb51cc1ab16f446b74286f173727

Author: Mediator CSCO    Creation Date: 09 Dec 2022, 13:34:40, PST    Completion Date: 09 Dec 2022, 13:58:43, PST

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Document Total Pages: 22

## Document Signed By:

Name: Mediator CSCO  
Email: mediator@solutionsco.org  
Title: Executive Director  
IP: 208.100.184.169  
Location: REDMOND, OR (US)  
Date: 09 Dec 2022, 13:58:43, PST  
Consent: eSignature Consent Accepted  
Security Level: Email

*Katharine Dalton*

Signer ID :HXQVWZNUG2...

## Document History:

Envelope Created      Mediator CSCO created this envelope on 09 Dec 2022, 13:34:40, PST  
Signed by Mediator CSCO      Mediator CSCO signed this Envelope on 09 Dec 2022, 13:58:43, PST  
Executed      Document(s) successfully executed on 09 Dec 2022, 13:58:43, PST  
Signed Document(s)      Link emailed to mediator@solutionsco.org