

Proposal submissions will not be accepted in electronic form. All submissions must be delivered in hard copy in accordance with the instructions of the document.

REQUEST **FOR** ***PROPOSALS***

Electronic Monitoring Services
FOR
DESCHUTES COUNTY, OREGON

PROPOSAL DUE DATE AND TIME:
10:00 am Pacific Time February 10, 2023
(NO.2023-022)



DESCHUTES COUNTY, OREGON REQUEST
FOR PROPOSALS
(No. 2023-022)

Notice is hereby given that Deschutes County, through the Community Justice Department, will receive proposals per specifications until 10:00 am pacific time, Friday, February 10, 2023 at:

Deschutes County Board of Commissioners
Attention: Stephanie Robinson
1300 NW Wall Street
Bend, Oregon 97703

Proposals are being received for Electronic Monitoring Services as specified in the proposal documents.

The contract will be initially for a one or two year period, with the option to renew for up to a total of five years. The expected start date will be July 1, 2023.

A copy of the Request for Proposal documents may be obtained by request to:
Stephanie Robinson, Grants & Operations Specialist
Stephanie.Robinson@deschutes.org
541-330-4627

Proposals must be submitted as outlined in the proposal documents. Proposals will not be read aloud.

Deschutes County may reject any Proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the County may reject for good cause any and all proposals upon the County's finding that it is in the public interest to do so.

In accordance with Title II of the Americans With Disabilities Act of 1990 ("ADA"), anyone who requires an alternative format, auxiliary aid or service for effective review of this document should contact the ADA Coordinator at (541) 388-6584 or his/her designee at (541) 617-4747.

Dated this 1st day of January, 2023.

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DAILY JOURNAL OF COMMERCE

INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to proposals to provide electronic monitoring services as described in this solicitation.

1) ELECTRONIC COPIES

Electronic copies of the solicitation documents are available by request. Please send request to Stephanie Robinson: Stephanie.Robinson@deschutes.org or 541-330-4627

- a) All addenda will be provided electronically to anyone who requests a copy of the original solicitation.

2) PRECEDENCE OF PROPOSAL DOCUMENTS

- a) The order of precedence of documents is as follows:
 - i) Standard Contract Terms & Conditions
 - ii) Specifications/Scope of Work

3) COPIES OF PROPOSAL DOCUMENTS

- a) Documents obtained from sources (such as directly from other contractors) other than Deschutes County are not valid proposal documents. It is the proposer's responsibility to request proposal materials and to monitor the email address used to request proposal materials in order to receive notification of all addenda as well as additional relevant information.

4) LAWS AND REGULATIONS

- a) The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to Deschutes County in writing.
- b) All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

5) COOPERATIVE PURCHASING

- a) Pursuant to the intent of Oregon Revised Statutes, Chapter 279A.200, any publicly funded city, County, district, agency or similar entity shall have the authority to purchase specified goods/services directly from contractor under the terms and conditions of this contract.
- b) The proposer agrees to extend identical pricing and services to other public agencies for the same terms.
- c) Each contracting agency will execute a separate contract with the successful proposer for its requirements. Any ordering and billing shall take place directly between the proposer and such entity.
- d) Any proposer, by written notification at the time of the proposal due date and time, may decline to extend the prices, services and terms of this proposal to any, and/or all other public agencies.

6) RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

- a) Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract. The County prefers materials or supplies manufactured from

recycled materials if the recycled product is available.

7) SPECIFICATION PROTEST PROCESS

- a) Delivery: A proposer must deliver a protest of specifications to the County in writing and by email no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest Proposal #2023-022:
Deschutes County Board of Commissioners
Attention: Stephanie Robinson
1300 NW Wall Street
Bend, Oregon 97703
Stephanie.Robinson@deschutes.org

- b) Content: A proposer's written protest must include:
- i) A detailed statement of the legal and factual grounds for the protest;
 - ii) Description of the resulting prejudice to the proposer; and
 - iii) A statement of the form of relief requested or any proposed changes to the specifications.
- c) County Response: The County may reject without consideration a proposer's protest after the deadline established for submitting protest. The County shall provide notice to the applicable proposer if it entirely rejects a protest. If the County agrees with the proposer's protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation.
- d) Extension of Closing: If the County receives a written protest from a proposer in accordance with this rule, the County may extend closing if the County determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.
- e) Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

8) PROPRIETARY INFORMATION

- a) The County is subject to the Oregon Public Records Law (ORS 192.311 to 192.338), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345(15)). The County will endeavor not to disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
- b) The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.
- c) All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:
- i) The cover page of the confidential documents must be **red**, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure."
 - ii) It shall be clearly marked in bulk and on each page of the confidential document.
 - iii) It shall be kept separate from the other RFP documents in a separate envelope or package.
 - iv) Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.

- v) Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
 - vi) This statement shall be inserted in the place where the requested information was to have been placed.
- d) Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria above.
- e) Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the County is directed to disclose by the County’s Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the County will notify the Proposer. If the Proposer disagrees with the County’s decision, the County may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision. Where authorized by law, and at its sole discretion,

9) RECEIPT OF PROPOSALS

- a) All proposals must be in a sealed envelope or appropriate packaging and addressed to the Deschutes County at the address below. The name and address of the proposer should appear on the outside of the envelope. The outside lower left-hand corner should state Electronic Monitoring RFP 2023-022 and the RFP due date and time.
- b) The proposal can be mailed or delivered to:
 - Deschutes County Board of Commissioners
 - Attention: Stephanie Robinson
 - 1300 NW Wall Street
 - Bend, Oregon 97703
- c) All mail addressed to Deschutes County, including FedEx and UPS deliveries etc., is automatically delivered to the County's central mailroom where it is sorted and disbursed to the individual County locations and staff. It is the sole responsibility of the proposer to insure proposals are received at the location above by the due date and time. Receipt of proposal documents in the central mailroom is not sufficient.

10) PHONE PROPOSALS, LATE PROPOSALS, OR MODIFICATIONS

- a) Late proposals or modifications of proposals will be handled in the following manner:
 - i) It is the sole responsibility of the proposer to ensure receipt of proposals by the County at the specified time and location. Proposals received after this time will not be considered and will be returned unopened.
- b) Any modification of a proposal is subject to the same conditions set forth in 10.a.i above.
- c) Phone proposals will not be accepted. FAX or electronically transmitted proposals will not be considered.

11) CERTIFICATION AND CONTRACT OFFER

- a) An individual of the company who is authorized to legally obligate the company must sign the certification and contract offer in ink before an award will be made.
- b) An offer will not be considered for award where the certification has been omitted, modified or not properly signed prior to presentation to the County Administrator or Board of Commissioners for award.

12) PERIOD PROPOSAL SHALL REMAIN VALID

- a) All proposals shall remain firm for a period of 180 calendar-days after date specified for receipt of proposals.

13) OWNERSHIP AND USE OF DOCUMENTS

- a) All documents submitted to the County shall become public records, subject to disclosure, unless otherwise protected pursuant to the Oregon Public Records Law.

14) ACCEPTANCE, REJECTIONS OR CANCELLATION OF AWARD

- a) Deschutes County reserves the unconditional right to accept or reject any or all proposals received in response to this RFP and to negotiate with any qualified proposer(s) for all or part of the requested goods and services. All proposals become the property of the County. In no event shall the County have liability for acceptance or rejection of any proposal.
- b) This RFP does not commit the County to award a contract or to pay any costs incurred by companies responding. Deschutes County reserves the unconditional right to cancel award of this contract at any time before execution of the contract if cancellation is deemed by the County to be in the County's best interests. In no event shall the County have any liability for the cancellation of the award. All costs of the proposal process, interviews, contract negotiations, and related expenses are the responsibility of the proposer.
- c) Acceptance of a proposal is subject to budget approval, appropriation and budgetary constraints.

15) RIGHTS OF BOARD OF COMMISSIONERS

- a) The Board of Commissioners (or its designee) expressly reserves the following rights:
 - i) To waive irregularities in the proposals submitted.
 - ii) To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.
 - iii) To base awards with due regard to quality of services, experience, compliance with specifications, proposal response, and other such factors as necessary in the circumstances.
 - iv) To make the award to any proposer whose proposal, in the opinion of management and the Board, is in the best interest of the County.
 - v) To negotiate contract terms and conditions.

16) QUALIFICATIONS/INVESTIGATION OF REFERENCES

- a) Qualifications of proposers will be evaluated when determining the award. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- b) The County reserves the right to investigate references and to consider the past performance of any proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the proposer.

17) AWARD RECOMMENDATION

- a) The notice of intent to award will be sent to each Proposer at least seven (7) days before the award of the contract. See Section 19 of this section for protest of award.
- b) The decision by the Board or the County Administrator to award the contract shall constitute the final decision of the County to award the contract.

18) INSPECTION OF PROPOSALS

- a) Subject to the provisions of the Oregon Public Records Law, and as further addressed in this RFP document, all proposals received will be available for public inspection after the notice of intent to award has been published. Public inspection of hard copy files is by appointment only. If possible, proposals will be provided via an electronic link.
- b) Copies of material from proposal files may be obtained from the Deschutes County Parole and Probation division upon payment of a charges based upon the current County Fee Schedule.
- c) Prepayment is required for mailing copies of materials from the proposal files.

19) PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD

- a) The award by the Deschutes County Board of Commissioners (or designee) of the contract shall constitute a final decision of the County to award the contract if no written protest of the award is filed. A proposer may protest the award of a contract, or the intent to award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410 (1) are satisfied. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.
- b) Delivery. A proposer must deliver a written protest to the Deschutes County Parole & Probation division within seven (7) days after issuance of the notice of intent to award the contract.
- c) Content of Protest. A proposer's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410 (2). Proposer may not protest the content of specifications in an award protest. Proposers may protest only deviations from laws rules, regulations, or procedures including procedures set out in this RFP. Disagreement with the scoring by the Selection Committee is not a basis for protest. Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based.
- d) County Response. The County shall not consider a proposer's contract award protest submitted after the timeline established for submitting such protest. If the solicitation is not otherwise cancelled, the County shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410 (4). If the County upholds the protest, in whole or in part, the County may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation. The County shall not consider any protest against award based on the content of specifications.
- e) Judicial Review. Judicial review of the Board's or its designee's decision relating to a contract award protest shall be in accordance with ORS 279B.415.

20) NEGOTIATION WITH AWARDED CONTRACTOR(S)

- a) The County reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the County.

21) CONTRACTOR'S RESPONSIBILITY

- a) It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the contractor’s liability, or status as independent contractor, and contractor will remain responsible for the cost of all permits unless otherwise specified.
- b) Contractor agrees to meet the highest standards prevalent in the industry or business most closely related to the goods or services of this proposal.

22) PROPOSED TIMELINES

a)

DATE	ACTIVITY
By January 10 th , 2023	Legal AD Placed and Proposal Released
Seven (7) calendar days before proposal due date	Submit Protest to Specifications
Fifteen (15) calendar days before proposal due date; before 10:00am. (PST)	Last Day to Submit Questions
10:00 AM Pacific Time February 10, 2023	Proposal Due Date
February 10 th through March 31 st , 2023	Evaluation Process
Week of March 13 th	Potential Interviews for Top 3 Proposals.
April 1, 2023	Notice of Intent to Award
April 10 th , 2023 through June 30 th , 2023	Contract negotiations and contract signature
July 1, 2023	Potential Contract Start Date

- b) The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes to the due date will be made to all parties that have received the proposal.

23) CONTACT PERSON

- a) Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Stephanie Robinson: Stephanie.Robinson@deschutes.org or 541-330-4627

24) QUESTIONS, INTERPRETATIONS AND ADDENDA

- a) All questions must be email to Stephanie Robinson: Stephanie.Robinson@deschutes.org by 10am Pacific Time on Thursday, January 26th, 2023. Any questions received after this time will not be answered.
- b) County will send by email a “response to questions” to everyone who has requested a proposal by 5pm on Thursday February 2nd, 2023.
- c) If necessary, interpretations or clarifications in response to questions will be issued by email. addenda. Questions received less than seven (7) business days before the proposal due date may not be answered unless the County determines, in its sole discretion that it is in its best interests to do so. Oral and other interpretations or clarifications will be without legal effect.
- d) Any amendment(s) to or error(s) in the RFP called to the attention of the County will be added to or

corrected by written addendum. The County may also issue addenda to modify the proposal documents, as it deems advisable.

- e) Receipt of addenda must be acknowledged on the certification and contract offer form.

25) RESPONSE FORMAT

- a) There should be no unnecessary attachments or exhibits.
- b) Proposer must submit eight copies of all proposal documents see instructions below.**
- c) The proposer must provide proposal responses using the separate, provided Microsoft Word document entitled “**RFP2023-022 Response**”. Proposers may only utilize the space provided and may not alter the format in anyway.
- d) Proposers may provide sample documents as indicated in “**RFP2023-022 Response**”. ENSURE ALL SAMPLE DOCUMENTS PROVIDED IN RESPONSE TO A SPECIFIC QUESTION DENOTE THE NUMBER OF THE QUESTION IN THE UPPER RIGHT HAND CORNER.
- e) Proposals should be submitted on recyclable paper (post-consumer content). Submittals shall be double sided. Submittals shall be bound by staple, band or binder clip and shall consist of paper only. Submittals are not evaluated on the aesthetic of the package.
- f) Proposers must respond to all the items in “**RFP2023-022 Response**”. If a specific question does not apply please mark N/A.

26) PROJECT BACKGROUND, PURPOSE, SCOPE OF WORK AND PROGRAM CRITERIA

- a) Definitions
 - i) For the purposes of this RFP the following terms should be understood as follows:
 - (1) Full Service Monitoring: Contractor provides all devices and supplies. Contractor schedules all appointments with the clients. Contractor provides install, paperwork review, maintenance, monitoring, violation reporting, and removal. Full service monitoring also includes all fee collections efforts for self-pay clients.
 - (2) Supply and Support Monitoring: Contractor provide all devices and supplies. Contractor provides a main point of contact for any technical assistance with install or monitoring. County schedule all appointment with clients. County provides install, paperwork review, maintenance, monitoring, violation reporting, and removal.
- b) County Background
 - i) Deschutes County encompasses 3,055 square miles located in the central portion of Oregon with over 181,307 residents. In the last several years, Deschutes County has been the fastest growing county in the state. Deschutes County has developed into a bustling, exciting destination where progress, growth and unique beauty intertwine
 - ii) Deschutes County is governed by three-elected Board of County Commissioners (BOCC), who are responsible for establishing policies and setting priorities of the County. The County Administrator, Chief Administrator Officer of the County, oversees the administration, management and operations of the county, policy administration and classified department heads.
- c) Electronic Monitoring Background
 - i) The Community Justice Department currently manages the contract for electronic monitoring services in Deschutes County.

- ii) The County currently uses electronic monitoring for three distinct client populations. The County is seeking proposals from proposers whom it may purchase services as described below in this RFP.
 - (1) Pre-trial and Unsupervised Sentenced Adult Clients
 - (a) Contractor provides full service monitoring for this population.
 - (b) These clients are referred by court order or some form of conditional release. All violation reporting is provided to the District Attorney's office.
 - (c) Currently, these clients are self-pay.
 - (2) Supervised Adult Parole and Probation Clients
 - (a) Contractor provides full service monitoring for this population.
 - (b) These clients are referred by their Parole and Probation office (PO). All violation report is provided directly to their PO.
 - (c) Currently, the county covers all monitoring costs for this population.
 - (3) Supervised Juvenile Clients
 - (a) Contractor provides supply and support for this population.
 - (b) These clients are referred by their Community Justice Officer (CJO).
 - (c) Currently, the county covers all monitoring costs for this population.
- iii) The County considers electronic monitoring a resource for individuals for whom it is an effective deterrent to alcohol use (if applicable), criminal behavior or further victimization. Accordingly, the county values swift response to violation of electronic monitoring program rules. The county believes electronic monitoring options should be accessible as possible to individuals who meet program criteria regardless of income or ability to pay, and for the pre-trial and unsupervised sentenced adult clients, as long as efforts are being made to make some form of payment.
- iv) Currently, the County works with a contractor who provides full service monitoring at a location in Bend, Oregon. The contractor has staff providing services five days a week between the hours of 8:00am and 5:00pm.
- v) These numbers are a rough estimate, but provide an idea of the workload that would be required (these numbers should not be taken as a guarantee in terms of expected workload).
 - (1) Pre-trial and Unsupervised Sentenced Adult Clients (Full Service Monitoring)
 - (a) SCRAM Alcohol Monitoring Ankle Bracelet
 - (i) Average length of stay for completed clients: 84
 - (ii) Average number of active clients per month: 47
 - (b) GPS Monitoring Ankle Bracelet
 - (i) Average length of stay for completed clients: 317
 - (ii) Average number of active clients per month: 12
 - (c) Remote Breath Breathalyzer Device
 - (i) Average length of stay for completed clients: 64
 - (ii) Average number of active clients per month: 5
 - (2) Supervised Adult Parole and Probation Clients (Full Service Monitoring)
 - (a) SCRAM Alcohol Monitoring Ankle Bracelet
 - (i) Average length of stay for completed clients: 39
 - (ii) Average number of active clients per month: 11
 - (b) GPS Monitoring Ankle Bracelet
 - (i) Average length of stay for completed clients: 40 (there are a few clients who require monitoring for a large portion of their time on supervision)
 - (ii) Average number of active clients per month: 23
 - (c) Remote Breath Breathalyzer Device
 - (i) Average length of stay for completed clients: 30
 - (ii) Average number of active clients per month: 5
 - (3) Supervised Juvenile Clients (Supply and Support)

- (a) GPS Monitoring Ankle Bracelet
 - (i) Average length of stay for completed clients: 44
 - (ii) Average number of active clients per month: 3-4
- vi) The majority of full service clients are pre-trial defendants. Most pre-trial defendants are on alcohol monitoring devices facing DUI or domestic violence charges where alcohol was a factor allegations. To a lesser degree pre-trial defendants facing sexual offense charges are on GPS monitoring.

d) Purpose

- i) The purpose of the services to be award pursuant to this RFP is to provide:
 - (1) A cost-effective alternative to incarceration for high-risk pre-adjudicated juveniles involved with the Juvenile Court.
 - (2) A sanction or surveillance option for medium and high-risk probation or post-prison offenders on supervision with the Parole & Probation division.
 - (3) A public safety risk mitigation option and / or alternative to incarceration for pre-trial defendants which may include:
 - (i) DUI defendants
 - (ii) Domestic violence defendants.
 - (iii) Sexual offenses defendants.
 - (iv) Others ordered by the Court.
 - (4) A sentencing option for adults convicted and ordered by the Courts (but who are not required to have formal supervision with a parole and probation officer).

e) Scope of Work

- (1) The Community Justice Department will manage the awarded contract for electronic monitoring services on behalf of the County.

(2) Table 1: Scope of Work

Client Population	Referrals	Device	Contracted Services Needed	Supervisory authority	Fee Payment	Estimated Daily Population*
Pre-adjudicated juveniles	Juvenile dept.	GPS Ankle Monitor	Supply and support	Circuit Court / Juvenile Referee	Juvenile dept.	3-4
Sanction/Surveillance adults	Parole and Probation or Court	GPS Ankle Monitor	Full Service Monitoring	Parole and Probation	Parole and Probation	15-25
Sanction/Surveillance adults	Parole and Probation or Court	Transdermal Ankle Monitor or Handheld Breathalyzer	Full Service Monitoring	Parole and Probation	Parole and Probation	5-15
Pre-trial or Sentence	Court	Transdermal Ankle Monitor	Full Service Monitoring	Circuit Court	Client	40-50
Pre-trial or Sentence	Court	Handheld Breathalyzer	Full Service	Circuit Court	Client	3-5
Pre-trial or Sentence	Court	GPS Ankle Monitor	Full Service	Circuit Court	Client	5-15

*These are just estimates and should not be taken as a guaranteed number of client referrals or active client numbers.

f) Program Criteria

i) Devices

- (1) Contractor must provide a transdermal alcohol monitoring bracelet, a breathalyzer, and a GPS monitoring bracelet.
 - (a) Contractors with a GPS watch device and Victim’s notification options will be given a preference in this RFP (neither of these are required as a part of this RFP at this time).
- (2) Contractor must provide GPS supply and support services for County’s juvenile population.
- (3) Contractor must provide full service monitoring for all other clients other than the juvenile population and have at least one Deschutes County located in Bend, Oregon.
 - (a) Preference will be given to a contractor who can offer multiple locations throughout the County.
- (4) The default alcohol monitoring device is the transdermal alcohol monitor.
 - (a) The only reason to not use the transdermal alcohol monitoring device will be with documented medical necessity.
- (5) County will give preference to devices that operate on the Verizon cellular network when applicable. Based on past practice this network provides the greatest service area in all parts of Deschutes County.
- (6) Devices must provide reliable and legally defensible monitoring capabilities, strong battery life when applicable, sufficient levels of data storage during low or no battery or loss of communication with tracking system/s.

27) DESCHUTES COUNTY ELECTRONIC MONITORING POLICIES AND PROCEDURES

- a) The County currently uses two policy documents to manage our electronic monitoring program. The red font pertains to juvenile supply and support and full service monitoring for supervised clients (there is no fee collection required for either of these client groups). The blue font pertains to pretrial and unsupervised sentenced clients (these clients are self-pay and fee collection by the contractor is required). Potential contractors should review these documents closely and make proposals that match similarly to current practices. County is open to improvement or changes and those will be finalized during contract negotiations with the selected contractor and may be modified during the course of the contract at County’s discretion.

ELECTRONIC MONITORING POLICY

DESCHUTES COUNTY FULL SERVICE (SUPERVISED PAROLE & PROBATION CLIENTS) AND SUPPLY AND SUPPORT (SUPERVISED JUVENILE CLIENTS)

- **Definitions:**
 - A. As used herein Case Manager means a Contractor employee assigned to the Deschutes County electronic monitoring program.
 - B. The term "participant" means an adult client ordered to participate in electronic monitoring by the court or per a sanction administered by the Deschutes County Department of Community Justice.
- **Procedure:**
 - A. **Devices. The program will provide access to the following devices:**
 - 1) Global positioning system tracking devices (GPS) for monitoring location and movement data of participants.
 - 2) Transdermal continuous alcohol monitoring (CAM) devices for monitoring participant alcohol

use. If the court order does not indicate the specific alcohol monitoring device to be used, Contractor will default to this device.

- 3) Handheld breath alcohol test devices for monitoring participant alcohol use. These are typically used when the use of a transdermal CAM device is not medically advisable or if a tattoo would interfere with the infrared readings from the transdermal continuous alcohol monitoring (CAM) device.

B. Supply and Support Monitoring Services

- 1) Contractor will provide all equipment necessary for the Juvenile division.
- 2) Contractor will provide technical support as needed for these services.
- 3) Contractor will provide court testimony for questions related to the devices and or technology.
- 4) Pricing for Supply and Support is explained in Appendix A table F1.

C. Full Service Monitoring Services

- 1) Contractor field office will be established in a location convenient to the participant population and easily accessible by public transportation.
- 2) Office will be open Monday – Friday 8:30 AM – 5:00 PM and closed on County holidays and weekends. The office will be closed to walk in business during the lunch hour (12:00 to 1:00) but will receive phone calls during this time. Due to COVID 19 County understands that modification to hours will need to be made. Contractor will keep County updated.
- 3) Services rendered in the field office include providing new participant intake/enrollment, device installation, maintenance and removal, and case management duties as detailed later in this document.
- 4) Intake/enrollment includes installation of devices, explaining program rules and expectations, and setting of daily program fee as determined by the approved sliding fee scale being utilized.

D. Downloads

- 1) For those client who do not have a way to allow their device to download from their home location, they will be required to go to a Parole and Probation office to complete those downloads. Contractor will make clients aware of this requirement and will instruct them on how many times a week the client must download their device.

E. Fees

- 1) Deschutes County shall fully cover all regular fees described in this policy.. Pricing for this service is set out in Appendix A table F1.
- 2) Contractor will complete necessary paperwork on damaged devices and submit to the PO to file with the district attorney's office. Contractor will have client sign agreement that they are personally responsible for any equipment loss or damage.
- 3) Deschutes County may opt to recoup costs for client's lost, destroyed or damaged, devices.

F. Eligible clients:

- 1) The full service monitoring program will be available to clients on supervision with Adult Parole and Probation.
- 2) The supply and support program will be available to the Juvenile Department.

G. Full Service referrals and intake:

- 1) Referral: In order to be placed on electronic monitoring P&P will provide the following to Contractor:

- a) Deschutes County electronic monitoring referral form completely filled out and signed by appropriate parties. For Sanctions and general condition 18(GC18) referrals the referral form must be signed by a Parole and Probation Supervisor. If the referral is due to a court order or releasing condition the referral form does not require a Parole and Probation Supervisor signature, instead the PO must send a copy of the court order, the judgement, or the releasing paperwork.
 - b) Contractor will not place clients onto electronic monitoring without the documents and or signatures as referenced in part 1a. Contractor will email supervising PO and will CC county contract manager if documents are not complete or something is missing.
- 2) Contractor will not schedule an installation appointment without first having referral paperwork referenced in 1 directly above.
 - 3) Once Contractor receives required documentation Contractor will complete an installation appointment with client. Contractor staff will explain the details of the requirements of EM and have each participant digitally sign a Participant Agreement packet that outlines the rules of the program. Same day notice of enrollment in the program will be sent to the supervising PO as well as the contract manager.

H. Intake Disqualifications and Notification

Contractor will not complete an intake and will notify the Supervising PO and the contract manager same business day by email for clients who:

- 1) Fail to contact Contractor within 24 business hours of when referral is received.
- 2) Fail to arrive for their schedule intake appointment. Clients who are unable to make their assigned appointment may be permitted one chance to reschedule appointment with Contractor within 24 hours business hours of their original appointment time. Contractor will notify PO of schedule change.
- 3) Contractor will complete an intake and will notify the supervising PO and contract manager the same business day for persons who:
 - a) Provide a breathalyzer test indicating anything more than .00 BAC level.
 - b) If a client ordered to undergo a transdermal continuous alcohol monitoring alcohol monitor has a positive BAC at intake the client will be placed on handheld breath alcohol test device until client is able to provide a transdermal reading of .00.
 - c) For both of the above circumstances (a/b) where positive alcohol readings are present, staff will encourage clients to consider an alternative means of transportation. For those with readings over .08 and the person insists on driving, staff will notify law enforcement of the person's name and vehicle license/description (if attainable).

I. Case Management:

- 1) Contractor Case Managers will review each participant on a daily basis (normal work week schedule) to verify that they are in compliance with their individual program. Morning, Mid Afternoon and Afternoon manual checks are the minimum required outside of responding to e-mail/device alerts. All software platforms have “work load” sections that easily allow the case manager to review each participant and their compliance level throughout the day.
- 2) Case managers will document all alerts requiring participants contact and subsequent conversations in their internal database.
- 3) Case managers shall request participants to provide necessary documentation (work schedule, doctor’s appointment, court, etc.), remind participants of their participant agreement and if needed, schedule an office appointment or follow-up activities.

- 4) Contractor staff will review jail roster daily for clients that may have been arrested.

J. Violation Process and Notification:

- 1) Contractor will investigate and notify the supervising PO of both confirmed and unconfirmed electronic monitoring program violations via email within 24 business hours of the event and will also send a Violation Report by email for all confirmed violations within 3 business days. Contractor staff will send a copy of the signed program participant agreement with every violation report. Violation reports for P&P participants under this contract do not have to be notarized.
- 2) Violations resulting in notification include, but may not be limited to the following participant behavior:
 - i. Failure to provide a breath test as directed/scheduled. Test not submitted within one hour will be reviewed by staff, who will provide intervention by contacting the client in person via an office visit or over the phone.
 - ii. Failure to respond to intervention attempts (failure to communicate, ongoing missed tests, allowing battery depletion).
 - iii. Failure to charge the device allowing the device battery to die resulting in a missed test.
 - iv. Failure to complete a transdermal alcohol data download within 5 days of scheduled time for download.
 - v. Failure to report to replace or repair device that results in loss of data transmission.
 - vi. Violation of any GPS restrictions.
 - vii. Violation of any alcohol restrictions as confirmed by monitoring system.

K. Warrants/Arrest:

- 1) When speaking on the phone with participants for whom Contractor staff are aware a warrant has been issued, staff may:
 - a) Seek to understand if the participant is aware of the warrant by asking if the participant has been in recent contact with their Supervising PO.
 - b) Notify the participant that the staff member believes a warrant may have been issued and encourage the participant to clear the warrant.
- 2) If the participant has demonstrated behavior that the staff believes indicates a potential concern for Contractor staff safety and office decorum should the participant become aware of an active warrant, staff may opt not to share the information but to encourage the participant to contact their Supervising PO. Unless the participant demonstrates a concern for staff safety.
- 3) Parole and Probation in general will not conduct arrests or ask a law enforcement agency to conduct an arrest on the premises (including parking lot) of the Bend Contractor office unless the client is a threat to the safety of Contractor staff or other community members in the shared building.

L. Termination/Removal:

- 1) Contractor will successfully terminate monitoring and remove or request reporting for removal of devices for participants who:
 - a) Appear with a court order authorizing removal. Some Court orders at time of intake will specify a specific removal date. Contractor staff will track removal dates for these cases.
 - b) Receive an email for removal from Contract Manager or Supervising PO.
 - c) Sanction or surveillance time expires based on the original sanction and referral form.
 - d) Have exceeded the Sanction end date without a new completed referral from the supervising PO or an email from the Contract Manager. POs do not have permission to extend monitoring via email alone.
- 2) If the removal date falls on a weekend or holiday Contractor may remove the participant on the business day before. In these cases Contractor will send a courtesy email to the PO at least 24 business hours before removal.

- 3) After providing a minimum of two business days' notice to the Supervising PO and contract, the program will unsuccessfully terminate monitoring and remove or request reporting for removal of devices for participants who:
 - a) Have an active warrant and who are failing to download or provide accurate data as indicated below.
 - Mobile Breath: Failure to provide a confirmed identity breathe test within 1 hour of schedule or directed time.
 - SCRAM: Failure to download for 5 consecutive days.
 - GPS: No data provided for 5 consecutive days.
- 4) Contractor staff will ensure county contract manager is provided a copy of all termination notices.
- 5) Contractor staff will provide notice of completion to supervising PO and other interested parties covered under the participant's signed information release.

M. High Risk Monitoring/Text Message Notification:

- 1) High Risk Monitoring occurs when Contractor has either employees or a contracted party conduct 24 hour monitoring and notification for violations. In general notification for electronic monitoring violations take place during 8am and 5pm Monday through Friday.
- 2) Contractor will get Contract Manager's permission for any client where high risk monitoring is being requested. High risk monitoring will add a cost of \$1.00 per pay to the clients monitoring cost for this service. Contractor will set up a phone tree system with the supervising PO as to which alerts will prompt a phone call to PO from Contractor. Contractor will utilize AMS call center for alerts generated after normal business hours or on weekends and holidays.
- 3) Contractor will setup text alerts to the client's supervising PO for strap cuts on GPS devices when the referral form provided to Contractor has a supervisor signature in section indicating text alerts are permitted.

N. Reporting: Each month Contractor will provide a list of all active Parole and Probation participants that includes length of stay.

O. Customer and Community Partner Complaints: Contractor will ask that all participant, community partner, or customer complaints be completed in writing. Contractor will forward a copy of these complaints to Contract Manager.

P. Quality Assurance:

- 1) Contractor will conduct the following audits and reviews in Deschutes County to ensure contract compliance.
- 2) **Weekly Supervisor Audits** – Supervisors will inspect a random sampling of participant cases for file thoroughness and accuracy. These audits will verify that all relevant and required information is in the participants file. These audits will also check for updated collections information, alert notification reviews and court compliance. These audits will be documented and recorded for review by Contract Manager.
- 3) **Daily Reviews of Alcohol/GPS Monitoring Systems** – Each day the Deschutes County supervisor will audit, via Daily Action Plans, Workload Screens, and Alert Screens, for each current technology, to make sure each participants activity is being monitored, reviewed and resolved, per contract requirements. Case notes will also be audited to determine if alerts are being actively monitored and resolved as per the agencies contract requirements.

- 4) **Violation Reports** – The Contractor Office Supervisor will review all violation reports that are submitted each day to verify the accuracy of information substantiating the alleged violation and report thoroughness.
- 5) **Case Management Review (CMR)** – Contractor management will conduct the CMR (see appendix) to provide case specific feedback and ensure proper procedures are being followed. The CMR document identifies the participant and/or practice reviewed, details of an identified correction needed, and any recommended changes or action to be taken to correct the issue. These reviews provide the flexibility to be specific to a case or to a procedure.
- 6) **Court Testimony/Reporting** – All cases that are scheduled for court testimony have a Contractor court report specifically prepared and independently reviewed by the court support team. This process allows for an independent, and fact-based review of each case prior to any courtroom testimony.

Q. Contract Management Section:

- 1) Contract will appoint one point of contact for all communication with the Contract Manager to address any areas of concerns or operational issues with this contract. That point of contact will oversee the Bend office. Contractor will also have additional staff on hand from other offices to assist with the management of the Bend office.
- 2) Bend Office personnel will monitor active caseloads, while the supervisor will have the ability to make management level decisions with regards to this program. The Bend office will always be available for inspection by the County. .
- 3) Contractor remains committed to providing the county with any and all necessary training to ensure community safety and effective supervision of the participants entrusted to us.
- 4) Contractor staff will meet with Contract Manager monthly. If additional meetings are needed those will be scheduled on an as needed basis. During program implementation or new program development more frequent meetings will be expected.

R. Media Request and Media Contact

- 1) Contractor will immediately inform Contract Manager of any media request or media contact that is made regarding clients, technology, or services provided in Deschutes County. Contractor will provide a summary of what information they provided, to whom they provided it, and when we might expect to see the information on a media source.
- 2) Deschutes County will forward all media requests and any media requests in regards to the technology of the devices to Contractor.

ELECTRONIC MONITORING POLICY

DESCHUTES COUNTY PRE-TRIAL AND UNSUPERVISED SENTENCED POPULATION

- **Definitions:**
 - A. As used herein Case Manager means a Contractor employee assigned to the Deschutes County electronic monitoring program.
 - B. The term "participant" means an adult offender or defendant ordered to participate in electronic monitoring by the court or per a sanction administered by the Deschutes County Department of Community Justice.
- **Procedure:**
 - A. **Devices. The program will provide access to the following devices:**

- 1) Global positioning system tracking devices (GPS) for monitoring location and movement data of participants.
- 2) Transdermal continuous alcohol monitoring (CAM) devices for monitoring participant alcohol use. If the court order does not indicate the specific alcohol monitoring device to be used, Contractor will default to this device.
- 3) Handheld breath alcohol test devices for monitoring participant alcohol use. These are typically used when the use of a transdermal CAM device is not medically advisable or if a tattoo would interfere with the infrared readings from the transdermal continuous alcohol monitoring (CAM) device.

B. Full Service Monitoring Services

- 1) Contractor field office will be established in a location convenient to the participant population and easily accessible by public transportation.
- 2) Office will be open Monday – Friday 8:30 AM – 5:00 PM and closed on County holidays and weekends. The office will be closed to walk in business during the lunch hour (12:00 to 1:00) but will receive phone calls during this time. Due to COVID 19 County understands that modification to hours will need to be made. Contractor will keep County updated.
- 3) Services rendered in the field office include providing new participant intake/enrollment, device installation, maintenance and removal, and case management duties as detailed later in this document.
- 4) Intake/enrollment includes installation of devices, explaining program rules and expectations, and setting of daily program fee as determined by the approved sliding fee scale being utilized.

C. Fees

- 1) Contractor will charge clients \$12/per day for GPS devices and \$13/per day for all alcohol devices. Clients will be required to create a payment plan with Contractor. The payment plan will be based on the client’s ability to pay. As long as a client is current with their payment plan they will not be in violation. No clients will be refused services for inability to pay.
- 2) Participants will not be removed (terminated for non-payment) for lack of payment. However clients will be responsible for staying current with their agreed to payment plan. Once a client is removed from electronic monitoring this does not end their obligation in terms of their agreed to payment plan for their monitoring costs.
- 3) Deschutes County Adult Treatment Court pre-trial clients may be fully subsidized.
 - a) Deschutes County will be billed at the lowest daily rate for full service monitoring.
- 4) Participants will complete a “first impression” during intake to establish a payment plan that is within their ability to pay.
- 5) **Collection Specialists:** In addition to the field office staff who work inside the Bend, OR office, collection specialists who have advanced training in collections and oversee specific contracts and accounts will provide collection support. We have dedicated several collection specialists working in our Omaha corporate office and are directly assigned to Oregon participant accounts.
- 6) **SMS Text and Email Capabilities:** With the average age of our participants being under 35 years, we collect more fees by leveraging consistent SMS Text and Email campaigns. County participants will participate in this service, unless they choose to opt out, and this will keep each participant aware of their balance owed periodically and when their next payment is due.
- 7) **Payment Plans.** Our goal is always to have participants pay in advance throughout their monitoring term, however we understand that more flexible payment plans are often necessary

for some participants. At the time of program orientation all participants undergo what we call “first impression” discussion. The first impression discussion walks the participant through payment compliance expectations and a payment plan is setup with each participant at this time. We believe successful collection efforts must have a strong first impression that makes clear to each participant that on-time payments and paying in full are expected. Clients will be required to establish a payment plan that keeps the client’s fees current.

D. Eligible offenders and defendants

- 1) The program will be available to following persons under jurisdiction of the court and residing in Deschutes County and surrounding Counties.
 - a) Persons convicted of driving while under the influence of intoxicants and sentenced to electronic monitoring.
 - b) Defendants ordered to electronic monitoring while awaiting trial for driving while under the influence of intoxicants.
 - c) Defendants ordered to electronic monitoring while awaiting trial for domestic violence for whom, in the opinion of the court, alcohol use may have contributed to the alleged crime.
 - d) Defendants ordered to electronic monitoring while awaiting trial for a sex crime who, in the opinion of the court, merit electronic monitoring if allowed to remain in the community.
- 2) The program may provide electronic monitoring services to persons under the jurisdiction of the court for other offense types, upon receipt of authorized referral documentation as described in this policy.

E. Referrals and intake

- 1) The program will initiate electronic monitoring services for persons ordered to do so as evidenced in a court order (Minute Order) or conditional release that can be provided to Contractor or that Contractor can access through e-Court.
- 2) If client is unable to provide a court order (Minute Order) or conditional release agreement Contractor will attempt to locate the document in e-Court. If unable to access in e-Court Contractor staff will ask client to go to Circuit Court to obtain a copy of the documents and will schedule them for an intake appointment within 24 business hours.
- 3) Electronic Monitoring (EM) Specialists will have each participant digitally sign a Participant Agreement packet that details the rules or the program. Same day notice of enrollment in the program will be sent to the District Attorney.

F. Intake Disqualifications and Notification

The program will not complete an intake and will notify the District Attorney same business day using the Electronic Monitoring Intake Disqualification form for persons who:

- 1) Fail to contact program for an appointment within timeframe indicated on Minute Order or fail to appear for intake as scheduled by the program. Notification to the District Attorney will be provided at the time staff determine/verify failure to contact or report. This does not apply to participants who are in custody when the deadline outlines in the minute order passes. Those participants will be given 2 business days from the day of their release.
- 2) Refuse to agree to written program conditions.

The program will complete an intake and will notify the District Attorney same business day for persons who:

- 3) Provide a breathalyzer test indicating anything more than .00 BAC level.
 - a) The program shall notify the District Attorney of readings over .00.
 - b) If a client ordered to undergo a transdermal continuous alcohol monitoring alcohol monitor

has a positive BAC at intake the client will be placed on handheld breath alcohol test device until client is able to provide a transdermal reading of .00.

- c) For both of the above circumstances (a/b) where positive alcohol readings are present, staff will encourage clients to consider an alternative means of transportation. For those with readings over .08 and the person insists on driving, staff will notify law enforcement of the person's name and vehicle license/description (if attainable).
- 4) Before sending a failed intake notification Contractor staff will verify with the Deschutes County Supply and Support caseload that the client was not installed by Deschutes County staff.

G. Case Management

Contractor Case managers will review each participant on a daily basis (normal work week schedule) to verify that they are in compliance with their individual program. Morning, Mid Afternoon and Afternoon manual checks are the minimum required outside of responding to e-mail/device alerts. All software platforms have “work load” sections that easily allow the case manager to review each participant and their compliance level throughout the day.

As alerts occur and the client needs to be contacted, all conversations will be documented in the provided database.

If there is any documentation that is needed (work schedule, doctor’s appointment, court, etc.) a request will be made and the participant advised of the needed documentation. The participant will be reminded of their participant agreement and if needed, an office appointment scheduled, or follow-up activities scheduled.

Contractor staff will review jail roster daily for clients that may have been arrested.

H. Violation Process and Notification

Contractor will investigate and notify the District Attorney of electronic monitoring program violation events as detailed in the Case Management section in the appendix of this document. Contractor staff will send a copy of the signed program participant agreement with every violation report. In the case of a Drug Court pre-trial client Contractor will notify the District Attorney and the Drug Court.

- 1) Violations resulting in court notification include, but may not be limited to the following:
 - viii. Failure to provide a breath test as directed/scheduled. Test not submitted within 1 hour will be reviewed by staff, who will provide intervention by contacting the client in person via an office visit or over the phone. Clients not responding to intervention attempts (failure to communicate, ongoing missed tests, allowing battery depletion) will result in a violation being submitted to the DA’s office.
 - ix. Failure to charge the device allowing the device battery to die resulting in a missed test.
 - x. Failure to complete a transdermal alcohol data download within 5 days of scheduled time for download.
 - xi. Failure to report to replace or repair device that results in loss of data transmission.
 - xii. Violation of any GPS restrictions.
 - xiii. Violation of any alcohol restrictions as confirmed by monitoring system.
 - xiv. Failure to remain current with agreed to payment plan for 60 days.
 - xv. Failure to contact Contractor to create a payment plan or refusal to communicate with Contractor staff.

I. Warrants

- 1) When speaking on the phone with participants for whom Contractor staff are aware a warrant has been issued, staff may:
 - a) Seek to understand if the participant is aware of the warrant by asking if the participant has been in recent contact with defense attorney.
 - b) Notify the participant that the staff member believes a warrant may have been issued and encourage the participant to clear the warrant.
- 2) If the participant has demonstrated behavior that the staff believes indicates a potential concern for Contractor staff safety and office decorum should the participant become aware of an active warrant, staff may opt not to share the information but to encourage the participant to contact the defense attorney. Unless the participant demonstrates a concern for staff safety.

J. Termination/Removal

- 1) The program will successfully terminate monitoring and remove or request reporting for removal of devices for persons who:
 - a) Appear with a court order authorizing removal.
 - b) Appear with a judgement for their pre-trial case that indicates that the EM device is to be removed or that fails to indicate that the client is to remain on an EM device as a part of their sentence.
 - c) Qualify for removal under the “Earn You Way Off” criteria as specified below
 - All sentenced and pre-trial client’s on an alcohol device that fall under this contract may have their devices removed if (1) they have been on the program for 120 days or more, (2) for the past 60 days of monitoring they have zero violations, and (3) they are current with their agreed to payment plan (this does not require that they have all fees paid in full, just that they are up to date with their agreed to payment plan).
- 2) After providing a minimum of two business days’ notice to the District Attorney and to the contract manager, the program will unsuccessfully terminate monitoring and remove or request reporting for removal of devices for persons who:
 - a) Have an active warrant and who are failing to download or provide accurate data as indicated below.
 - Mobile Breath: Failure to provide a confirmed identity breathe test within 1 hour of schedule or directed time.
 - SCRAM: Failure to download for 5 consecutive days.
 - GPS: No data provided for 5 consecutive days.
- 3) Contractor staff will ensure county contract manager is provided a copy of all termination notices.
- 4) Contractor staff will provide notice of completion to the District Attorney and other interested parties covered under the participant’s signed information release.
- 5) If removal falls on a weekend, holiday, or office closure day Contractor will schedule removal for the nearest in office day prior to the removal date. For these cases Contractor will send a courtesy email to the DA on the case at least 24 business hours before removal.

K. Quality Assurance

Contractor will conduct the following audits and reviews in Deschutes County to ensure contract compliance with RFP 2018-396.

Weekly Supervisor Audits – Supervisors will inspect a random sampling of participant cases for file thoroughness and accuracy. These audits will verify that all relevant and required information is in the participants file. These audits will also check for updated collections information, alert notification reviews and court compliance. These audits will be documented and recorded for review by Deschutes County Management Team.

Daily Reviews of Alcohol/GPS Monitoring Systems – Each day the Deschutes County supervisor will audit, via Daily Action Plans, Workload Screens, and Alert Screens, for each current technology, to make sure each participants activity is being monitored, reviewed and resolved, per contract requirements. Case notes will also be audited to determine if alerts are being actively monitored and resolved as per the agencies contract requirements.

Violation Reports – The Contractor Office supervisor will review all violation reports that are submitted each day to verify the accuracy of information substantiating the alleged violation and report thoroughness.

Case Management Review (CMR) – Contractor management will conduct the CMR (see appendix) to provide case specific feedback and ensure proper procedures are being followed. The CMR document identifies the participant and/or practice reviewed, details of an identified correction needed, and any recommended changes or action to be taken to correct the issue. These reviews provide the flexibility to be specific to a case or to a procedure.

L. High Risk Monitoring:

- 1) High Risk Monitoring occurs when Contractor has either employees or a contracted party conduct 24 hour monitoring and notification for violations. In general notification for electronic monitoring violations take place during 8am and 5pm Monday through Friday.
- 2) High-Risk Supervision Plan
 - a) Contractor will utilize the AMS call center for alerts generated outside of Contractor normal business hours or during a holiday.
 - b) AMS will make contact with Contractor.
 - c) Contractor staff will work with AMS to determine if a violation has occurred.
 - d) If a violation has occurred Contractor staff will immediately call the DA on call phone number at 541-317-3151 and let the DA on call know the information they have received. They will provide the DA with a good contact number in case the DA or Law Enforcement has questions.
 - e) Contractor staff will provide the information and leave it up to the DA on call to call law enforcement or whatever they feel is best for the situation.
 - f) After talking with the DA Contractor will send an email summarizing the information and the DA they spoke to. They will send this information to the DA on the case, the DA they spoke too, Mary Anderson, Deevy Holcomb, and Trevor Stephens.
- 3) Contractor will only place clients on high risk monitoring if clearly outlines by Judgement or Release Conditions that high risk monitoring is to be imposed.
- 4) High risk monitoring will add a cost of \$1.00 per day.
- 5) Contractor will use this phone number for afterhours DA calls:

M. Court Testimony/Reporting

All cases that are scheduled for court testimony have a Contractor court report specifically prepared and independently reviewed by the court support team. This process allows for an independent, and fact-based review of each case prior to any courtroom testimony.

N. Contract Management Section

As outlined in this RFP, Contractor will appoint one point of contact for all communication with the management team for the County to address any areas of concerns or operational issues with this RFP. That point of contact will oversee the Bend office, which has two fulltime staff members. One supervisor position and one case manager position. These two employees will handle the daily

workload for the Deschutes County EM Program. Contractor will also have additional staff on hand from other offices to assist with the opening/transition of the Bend office.

Both Bend Office personnel will monitor active caseloads, while the supervisor will have the ability to make management level decisions with regards to this account. The supervisor will work with the management team currently in place in Oregon to ensure that the proper levels of supervision are being met, quality assurance standards/procedures are followed, and all office audits are being conducted. As with all our offices, the Bend office will always be available for inspection by the County. We will partner with the Deschutes team to provide the county with a level of service that they can feel confident and comfortable with.

Contractor remains committed to providing the county with any and all necessary training to ensure community safety and effective supervision of the participants entrusted to us. Contractor will work closely with each agency to verify reportable benchmarks are established and maintained during the entire contract term. Contractor works closely with many governmental agencies throughout the State of Oregon and our fiscal audits are always above board and comply with the accepted accounting principles of the State of Oregon.

With Bend office up and running we will schedule review meetings every other week with option to move to monthly if deemed appropriate by all parties. These meetings should be attended by key Deschutes County personnel, Director of Operations Duane Cole, the Bend office manager, Bend office staff and any NW Contractor staff as needed.

Key Agenda Items for these meetings will include:

- Current office staffing and participants assigned to the program
- Current violation reports submitted
- Audit review updates (provide oversight audits to Deschutes)
- Discussion of violation policy and the need to alter or adjust
- During transition period, discuss any transition issues, correct as necessary
- Discuss with Deschutes County any issues with their ability to monitor participants (web site access, reporting, web site navigation, location of information, etc.), schedule trainings as needed
- Discuss any software or hardware issues, concerns
- Discuss open door of communication, to address any issues immediately
- Debrief from Deschutes on current supervision status (positives or negatives) and develop plan to correct if needed.

Reporting

- Each month Contractor will provide a list of all active pre-trial and sentenced that includes the client's length of stay.
- Contractor will also provide an accounting of recent payment activity on the length of stay report.
- Upon request Contractor will provide an accounting of client payment and collections activity.
- Upon request Contractor will provide a count of the number of (a) persons with at least one violation and (b) total number of violations reported to the district attorney's office.

Customer and Community Partner Complaints

- Contractor will ask that all participant, community partner, or customer complaints be completed in writing. Contractor will forward a copy of these complaints to county contract manager.

O. Media Request and Media Contact

- Contractor will immediately inform County contract manager of any media request or media contact that is made regarding clients, technology, or services provided in Deschutes County. Contractor will provide a summary of what information they provided, to whom they provided it, and when we might expect to see the information on a media source.
- Deschutes County will forward all pre-trail related media requests and any media requests in regards to the technology of the devices to Contractor.

Billing

All pre-trial clients will be billed at the daily rates. Contractor will attempt to collect these fees from each client throughout their monitoring term. Upon removal from monitoring, each client will be expected to continue to make payments toward their fee balance until paid in full. In the event a client stops making payments toward their balance, and a period of 60 days passes since their date of removal from monitoring, then Contractor will invoice the County for the client’s remaining balance, less a 25% discount provided to the County by Contractor.

Table F4- Lost/Damaged Replace Cost

Equipment	Cost if Lost or Damaged
GPS Bracelet	\$495.00
GPS Base station and/or Accessories	\$250.00
Transdermal Bracelet	\$895.00
Transdermal Base Station and/or Accessories	\$395.00
Breathalyzer Alcohol Monitor	\$520.00
Breathalyzer Accessories	\$25.00

28) QUALITY ASSURANCE AND TRAINING

- Contractor must conduct regular quality assurance activities at the employee, technology and program levels and provide regular reports on quality assurance activities, and when applicable the problems discovered and improvement measures taken.
- Contractor must provide adequate orientation and refresher training for its employees conducting business on behalf of the County, and offer initial and refresher training to County staff who will be utilizing contractor’s devices or information/monitoring systems.

29) CONTRACT MANAGEMENT

- Contractor must provide adequate monitoring staff located in Bend, Oregon to support the client workload in a timely and professional manner in accordance with Deschutes County “Every time” standards (see p. 24).
- Contractor must be able to comply with all Deschutes County contract requirements (see attached sample Contract), including agreement to liability requirements, scope of work, invoicing procedures and lease agreement terms if applicable.
- Contractor must work in conjunction with designated County contract manager/s to regularly review program development, strive for success as gauged by identified performance measures to include: device utilization, fee collection rates, enrollment and completion data, and respond accurately to unexpected events (power shortage, equipment failure, high-profile client violation behavior,

unexpected requests to the program from County stakeholders, etc.)

- d) Contractor must be able to access new and developing technology and present to County for future or potential future use.

30) PRICING

- a) Contractor must provide a pricing structure for the supply and support program.
- b) Contractor must provide a pricing structure for the full service monitoring based on the same structure as indicated above that is currently in use.
- c) Contractor may provide a pricing structure for the full service monitoring program that is completely funded by the clients. However the structure must be fair and equitable and must not exclude anyone from services for inability to pay.

31) PROPOSAL SUBMITTAL INSTRUCTIONS

- a) To be considered for this contract, each proposer must submit eight (8) copies of its complete proposal documents, including one copy clearly marked as the original and an electronic copy in Adobe Acrobat (PDF) or Microsoft Word format with a separate folder for any sample or proprietary information. The electronic copy can be on a jump drive and included with the copies of the proposal response. Please if possible place four (4) of the eight (8) copies in their own individual three-ring binders (these copies will be used for the review panel). Your proposal submission documents should include one original copy, four copies each in their own three-ring binder (if possible), three other copies that do not need to be in their own 3 ring binder, and an electronic version.
- b) Proposers shall respond on the provided response template. Proposals may not alter or exceed the space provided for each question, or modify the font, which is formatted at 12-point Times New Roman.
- c) **Proposers shall send a physical sample of each device and all accessories that will be provided to the County if proposer is selected. The devices must be physically received by Deschutes County on or before 10:00 AM, February 10, 2023.** A postmark is not sufficient. **The devices must also include prepaid postage to return the devices once they have been reviewed.**
- d) Proposals and materials received after the designated time and date will be returned unopened.
- e) Proposals must be addressed and mailed or hand-delivered to:
 - Deschutes County Board of Commissioners
 - Attention: Stephanie Robinson
 - 1300 NW Wall Street
 - Bend, Oregon 97703
- f) Proposals will not be read aloud.
- g) Each submittal shall contain the following. Failure to submit any of the required items may be grounds for rejection of the proposal:
 - i) **Cover Letter (2 page maximum):** Briefly summarize the key points of the proposal. Identify who will be the project manager. The letter should be signed by the individual/s with authority to contractually bind the company during the evaluation and contract processes.
 - ii) **Completed “RFP2023-022 Response” form, attached separately.**

- iii) **Signed Proposer Certification form (last two pages of the RFP2023-022 Response” form.**
- iv) **Attachments and Samples** if provided and as required/permitted by RFP documents. ENSURE ALL SAMPLES/ATTACHMENT DOCUMENTS DENOTE THE NUMBER OF THE ASSOCIATED QUESTION IN THE UPPER RIGHT HAND CORNER.

32) PROPOSAL RESPONSE FORM

All proposals must be provided on the separately attached Microsoft Word document “RFP2023-022 Response” form.

33) SCORING CRITERIA

- a) Responses provided on “RFP2023-022 Response” form, any samples provided, and any references checked will be scored as described in Table 2. The point allocation is denoted in each question of the “RFP2023-022 Response” form. Each evaluation criteria has been assigned points based on its relative value to the contract as a whole.

Table 2.

CRITERIA	POINTS
Transdermal Alcohol Device	150
GPS Ankle Bracelet Device	150
Breathalyzer Alcohol Device	50
Policy and Procedures	150
Quality Assurance/Training	160
Contract Management/Office Location	90
Pricing/Fees	200
References	50
Total without option preference points	1000
Optional/Preference Points	100
TOTAL POINTS	1100

34) SELECTION PROCESS

- a) Staff from Deschutes County will review all proposals.
- b) After the above activity has occurred, a single agency will be identified that is best able to provide the services to the County. The County reserves the sole right to determine the best Proposal. A notice of intent to award will be published and a recommendation will be presented to the County Administrator or Board of Commissioners for their consideration.
- c) Top scoring proposers may be selected for interviews. Final scores will be determined based on the above criteria and an additional 250 points assigned to the interview if an interview is held. The County reserves the right to not hold an interview. If interviews occur they would likely be scheduled for week of March 13th, 2023.

- d) The County reserves the right to check references only on the highest scoring proposers or depending on the scoring differential just the highest proposer.

35) AWARDED CONTRACT

- a) A copy of the standard personal service contract that the County expects the successful agency or individual to execute is provided in this document. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Agencies taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

36) INSURANCE REQUIREMENT

- a) The insurance requirements for this contract are outlined below in the sample contract.

37) TERM OF CONTRACT

- a) The term of the contract will be effective for the period starting on 07/01/2023.
- b) Initial contract will be issued for either a one or two year period at County's discretion.
- c) The contract may be extended for a maximum term of five years.

Sample Contract

DESCHUTES COUNTY SERVICES CONTRACT CONTRACT NO. 20__ -

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the _____ Department (County) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on _____, _____, whichever date occurs first. 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.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit 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 3 and 4 and, if applicable, Exhibit 6.

Signature

Title

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 or the Board of County Commissioners.

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **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.
5. **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.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) 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.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, 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 under subparagraph 6 d. of this 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 terminated under subparagraph 6 e of this Contract 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 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of 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 subparagraph 6 d. of 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.
- 9. 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.
- 10. 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.
- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
- 12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
 - b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include

any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. 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.

15. Confidentiality. 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. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. 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.

19. 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: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer 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.

21. 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.

22. 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 or 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.

23. 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.

24. 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.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. 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, 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 County Administrator.
- 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:

*

Fax No.

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. 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.

- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. 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.
- 31. 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.

EXHIBIT 1

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20__ -

**STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE**

1. Contractor shall perform the following work:

- a.
- b.

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

- a.
- b.

3. Consideration.

- a. County shall pay Contractor on a fee-for-service basis at the rate of _____.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES NO [Check one]

4. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is \$_____.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-**

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 _____

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 Employers 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

\$1,000,000

\$2,000,000

\$2,000,000

\$3,000,000

\$3,000,000

\$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.

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:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

- \$1,000,000
- \$2,000,000
- \$3,000,000

- \$2,000,000
- \$3,000,000
- \$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 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. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

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.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
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]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership authorized to do business in the State of Oregon.
_____	_____	_____
Signature	Title	Date

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), <u>and</u>	
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, <u>and</u>	
3. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - 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.
_____	_____
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.

Contractor Signature

Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
Workers' Compensation Exemption Certificate

(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):

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.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ - ____
Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
2. **Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:

- a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
- b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
- c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
- 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

3. Exceptions. Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -

Compliance with provisions, requirements of funding source and

Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

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

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

COUNTY “EVERY TIME CUSTOMER SERVICE STANDARDS”

Goals

- We respond in a timely manner and courteous manner, identifying customer needs and striving for solutions (response).
- We set honest and realistic expectations to achieve optimum results (expectations).
- We provide knowledgeable, timely, professional, respectful service (professionalism).
- We take ownership of our customer’s needs and follow through (follow through).
- We value our customers and approach them with an open mind (service).

Satisfying the Customer

- Strive to get a “Thank You” from every customer.
- Exceed the customer’s expectation.
- Find one way to say “yes” instead of 3 ways to say “no”.
- Follow through as promised; honor your commitments.
- To complete the customer interaction, thank the customer and ask, “Is there anything else I help you with?”

Assisting the Customer

- Know your resources so you can provide the customers with accurate information or direct them to another agency, person, or department.
- Stop and assist customers when requests for information or assistance are made.
- The customer always comes first. Make them feel like they have all of your attention.
- Listen first, seek clarification if necessary, and then respond with assistance.
- Practice good listening skills. Being patient and empathetic will go a long way in satisfying the customer.
- Provide immediate assistance by identifying the nature of the concern and either answering the question or referring the customer to the appropriate County employee or department for further assistance.
- Always respond to public inquiries in a courteous, professional and timely manner.
- The Deschutes County Services Directory is available for your reference and distribution to customers. This brochure includes an overview of each department along with phone numbers.
- Practice the philosophy that we are County employees first, then part of a specific department second.
- Don’t guess or speculate. It’s okay to say “I don’t know,” as long as it’s followed by “But I’ll find out” or “I’ll put you in touch with someone who does know.”
- Don’t reflect internal pressures and stress in communications with customers.

Direct Contact Customer Service Expectations

- Value the customer and approach them courteously, respectfully, and in a professional manner.
- Notice if someone appears in need of assistance and offer help immediately.
- Smile, make eye contact, and greet customers.
- Treat everyone in a courteous manner; rudeness is never acceptable.
- Ask an open-ended question, such as, “How may I assist you?”
- If you are at a County building or facility and a customer looks lost, ask them “May I help you find what you’re looking for?” If time allows, take them to their destination.
- Remember that customers are not an interruption of your work; they are the reason we are here.
- Do not eat, drink, or chew gum while assisting customers.
- Acknowledge waiting customers, and if appropriate, contact other staff to assist.
- Strive to meet a customer’s needs by using HEAL:
 - H: Hear them out
 - E: Empathize
 - A: Apologize (if appropriate)
 - L: Leap into action to solve the problem

Expectations for Phone Use (*Departments may have different phone standards, for example, these do not apply to 911*)

- Each department’s main phone number allows the caller to dial “0” to reach a staff person.
- Answer all call promptly in accordance with your department policy; usually within 3 rings.
- When receiving a call from an outside number, answer by stating “Deschutes County”, your department and name.
- Smile when you answer the phone. Your voice will sound friendlier.
- Use a tone of voice that is alert, pleasant, and expressive.
- Do not eat, drink, or chew gum while talking on the phone.
- Avoid phrases like “OK,” “yea,” “hold on,” “see ya.”
- Hold the transmitter portion of the phone directly in front of your mouth. If you hold it too far away, you risk not being understood.
- Whenever possible, use the callers’ name.
- If nobody is around to answer a ringing phone answer it even if it is not your assigned job. (This may vary by department, check with your supervisor on your office policies).
- As a general rule of thumb, return all telephone calls within one working day. This may vary based on the nature of the call, your department’s individual office policy, etc.
- When you receive a call, you “own” the call. You are responsible for serving the customer’s needs. Make it a priority to answer the customer’s request rather than transfer the call.
- The phone conversation should be ended in an upbeat manner, with a summary of any action to be taken.
- Before placing a caller on hold, ask the caller’s permission and wait for a response. As a general guideline, callers should not be kept on hold for longer than 30 seconds. If they are put on hold for longer, the estimated wait time should be communicated to the customer.
- When transferring a call from an external customer, here are some general guidelines (your office procedures may vary):
 - Gather information about the call – name of caller; nature of call or request.
 - Tell the caller you will be transferring and give the caller the correct number in case of a disconnect.
 - Dial the number and wait for a “live” person to answer the call.
 - Summarize the information gathered from the customer to ensure that the call is going to the right place before completing the transfer.
 - In the event that the transfer call cannot be completed, let the customer know that you will get back with the information they requested as soon as possible. If it takes a while to get an answer, give the customer updates at least once a week.
- If you have voice mail:
 - Record a brief greeting including your name and department.
 - Avoid the less personal options such as the generic voice saying, “Recorded name is not available.”
 - Alter greetings and messages as necessary to indicate planned absences.
 - Offer the caller options if possible.
- If a caller is rude or discourteous, take the high road and remain professional. If they become threatening, abusive, or curse, calmly warn the caller that if they continue their behavior, you will end the phone call. If they continue, end the call and notify your supervisor immediately. For more information about threatening behavior, please see the Prevention of Violence in the Workplace policy, HR-9.

Professionalism

- We will provide effective, knowledgeable, prompt, and accurate information.
- Employees are respected and empowered and given the tools to do their job proficiently.
- We acknowledge our customers and address their needs with a pleasant attitude.
- Treat each customer with respect and kindness.
- Provide professional, knowledgeable, and timely service.
- The customer always comes first. Make them feel like they have all of your attention.
- Staff is well informed in both their area of expertise and general County operations.
- Take action when you recognize that the customer’s expectations have not been met.
- Employees will be professional, friendly, respectful, and courteous and will smile and have an open ear.

- Sensitive: being sensitive and acknowledge customer's needs/problems and treat others as you want to be treated.
- Speak in an appropriate voice level.
- Do not discuss staffing or internal issues with, or in the presence of, clients or visitors.