

Contract Review Sheet

Contract for ServicesSO-5482-23 - Am2

Title:Victim Services - Justice Reinvestment Initiative (JRI) Services

Contractor's Name:Liberty House

Department:Sheriff's OfficeContact:Kristy Witherell

Analyst:Sandra FixsenPhone #: (503) 373-4402

Term - Date From:July 1, 2023Expires:June 30, 2027

Original Contract Amount:\$232,661.65Previous Amendments Amount:\$56,467.73

Current Amendment:\$289,129.38New Contract Total:\$578,258.76Amd%149%

Outgoing Funds☐Federal Funds☐Reinstatement☐Retroactive☒Amendment greater than 25%

Source Selection Method:20-0261 Multi Step RFRFP#SO1315-23

Description of Services or Grant Award

Liberty House provides assessments, counseling, and support services for victims of sexual assault, and domestic violence, in Marion County. The original contract was written with options to renew in two-year increments through June 30, 2029, and a not-to-exceed amount of \$232,661.65.

Amendment #1 added \$56,467.73 in funding to align with the actual grant award money that was distributed to the county after the contract was executed.

Amendment #2 is adding \$289,129.38 in funding for the 2025-27 biennium and extending the terms through June 30, 2027.

Desired BOC Session Date:6/11/2025Contract should be in DocuSign by:5/7/2025

Agenda Planning Date5/29/2025Printed packets due in Finance:5/13/2025

Management Update5/27/2025BOC upload / Board Session email:5/28/2025

BOC Session Presenter(s)Commander HartfordCode: Y

REQUIRED APPROVALS

Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: Wednesday June 11, 2025Department: Sheriff's OfficeTitle: Amendment #2 for the Contract for Services with Liberty HouseManagement Update/Work Session Date: Tuesday, May 27, 2025 Audio/Visual aids ☐Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

## Requested Action:

Staff is requesting approval of Amendment #2 for the Contract for Services with Liberty House in the amount of \$289,129.38, for a new contract total of \$578,258.76 for victim services through June 30, 2027.

## Issue, Description &amp; Background:

In 2023, the sheriff's office opened a solicitation seeking services for Victim Services - Justice Reinvestment Program (SO1315-23). Liberty House and Center for Hope and Safety were awarded contracts. In the solicitation, it requires that the contract terms be two years, with options to renew through 2029. Amendment #2 is adding \$289,129.38 through June 30, 2027. Amendment #1 added funding to the agreement that aligned with the actual funding that the county received from the Criminal Justice Commission (CJC).

Liberty House provides assessment, counseling, and support services for victims of sexual assault, and domestic violence, in Marion County.

## Financial Impacts:

Adding \$289,129.38 to the contract for a new contract total of \$578,258.76 for the 2025-27 biennium.

## Impacts to Department &amp; External Agencies:

The (CJC) grant program financially supports Oregon localities that are reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability. Oregon Law, Chapter 694, Section 54(1)(b) requires a minimum of ten percent of the grant funds be distributed to community-based non-profit organizations for victim services each biennium.

## List of attachments:

Original Contract, Amendment #1, Amendment #2

## Presenter:

Commander Mike Hartford

## Department Head Signature:

DocuSigned by:  
Jay Bergman  
A8360599C95D420...



**Marion County**  
OREGON

**AMENDMENT #2 to SO-5482-23  
the CONTRACT FOR SERVICES  
between  
MARION COUNTY and LIBERTY HOUSE**

This Amendment No. 2 to the Contract for Services (as amended from time to time, the “Contract”), dated July 01, 2023, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Liberty House, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

**1. TERM.** This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2027 ~~June 30, 2025~~. The parties may extend the term of this Contract in two-year increments provided that the total Contract Term does not extend beyond **June 30, 2029**.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$578,258.76 ~~\$289,129.38~~. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**EXHIBIT A  
STATEMENT OF WORK**

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$578,258.76 ~~\$289,129.38~~.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor quarterly progress for completing all Services required under this Contract. The maximum not to exceed compensation payable to Contractor under this contract, which includes any allowable expenses, is \$578,258.76 ~~\$289,129.38~~ as listed in Attachment A.

Fiscal Year 2025-26

<u>July – September</u>	<u>\$36,141.17</u>
<u>October – December</u>	<u>\$36,141.17</u>
<u>January – March</u>	<u>\$36,141.17</u>
<u>April – June</u>	<u>\$36,141.18</u>

Fiscal Year 2026-27

<u>July – September</u>	<u>\$36,141.17</u>
<u>October – December</u>	<u>\$36,141.17</u>
<u>January – March</u>	<u>\$36,141.17</u>
<u>April – June</u>	<u>\$36,141.18</u>

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**AMENDMENT #2 to SO-5482-23**  
**the CONTRACT FOR SERVICES**  
**between**  
**MARION COUNTY and LIBERTY HOUSE**

**MARION COUNTY SIGNATURES**  
**BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**LIBERTY HOUSE SIGNATURE:**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_





## Contract Review Sheet

SO-5482-23 (1)

Contract for Services #: SO-5482-23 Amendment #: 1

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: 503-373-4402 Date Sent: Monday, January 29, 2024

Title: Victim Services - Justice Reinvestment Initiative (JRI) Services

Contractor's Name: Liberty House

Term - Date From: July 1, 2023 Expires: June 30, 2025

Original Contract Amount: \$ 232,661.65 Previous Amendments Amount: \$ -

Current Amendment: \$ 56,467.73 New Contract Total: \$ 289,129.38 Amd% 24%

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0261 Multi Step RFP RFP# SO1315-23

### Description of Services or Grant Award

Liberty House provides services for victims of sexual assault, domestic violence, stalking, and human trafficking in Marion County.

On Thursday, November 30th, Marion County Sheriff's Office received a notice from the Criminal Justice Commission for the approved grant award to Marion County for the Justice Reinvestment Program. Ten percent of the award goes to victim services. Marion County was granted \$578,259.06, which will be split between Center for Hope and Safety and Liberty House. Amendment #1 will add \$56,467.73 to this contract due to actual grant funds awarded being more than anticipated when the contract was originally drafted.

Desired BOC Session Date: 3/6/2024 Files submitted in CMS for Approval: 2/14/2024

Agenda Planning Date: 2/22/2024 Printed packets due in Finance: 2/20/2024

Management Update: 2/27/2024 BOC upload / Board Session email: 2/21/2024

BOC Session Presenter(s): Commander Mike Hartford

### FOR FINANCE USE

Date Finance Received: 2/14/2024 Date Legal Received: \_\_\_\_\_

Comments: Y

### REQUIRED APPROVALS

DocuSigned by:  
[Signature] 2/14/2024  
D1FCCAACCD814CB  
Finance - Contracts Date

DocuSigned by:  
Kristy Witherell 2/15/2024  
81945E054D644EB  
Contract Specialist Date

DocuSigned by:  
Scott Norris 2/15/2024  
60C98A6F708240B  
Legal Counsel Date

DocuSigned by:  
Jan Fritz 2/15/2024  
1E984074585E453  
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**Meeting date: Wednesday, March 13, 2024Department: Sheriff's Office ☐

Title:

Amendment #1 for the Contracts for Services with Bridgeway Recovery ServicesManagement Update/Work Session Date: Tuesday, February 27, 2024Audio/Visual aids ☐Time Required: 5 minsContact: Kristy WitherellPhone: x4402

Requested Action:

Staff recommends approving amendment #1 to the contract for services with Bridgeway Recovery Services in the amount of \$40,000 for a contract total of \$416,156.00 to provide treatment services to Marion County Correctional clients under supervision through June 30, 2025.

Issue, Description  
& Background:

Bridgeway Recovery Services provides treatment services to non-violent property and drug correctional clients under Marion County Sheriff's Office supervision.

The Criminal Justice Commission awarded grant funds to Marion County for the Justice Reinvestment Program. Amendment #1 of this contract is adding \$40,000 in funds due to the actual grant funds being more than anticipated when the contract was originally drafted and approved.

Financial Impacts:

Adding \$40,000 to the contract with a contract total of \$416,156.00

Impacts to Department  
& External Agencies:

The CJC grant program financially supports Oregon localities that are reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

List of attachments:

BOC Agenda Review Form, Contract Review Sheet, Amendment #1, Attachment B, Original Contract

Presenter:

Commander Mike Hartford

Department Head  
Signature:



**AMENDMENT 1 to SO-5482-23  
the CONTRACT FOR SERVICES  
between  
MARION COUNTY and LIBERTY HOUSE**

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated July 01, 2023 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Liberty House, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$289,129.38 ~~\$232,661.65~~.


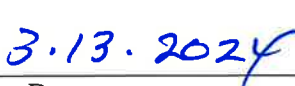



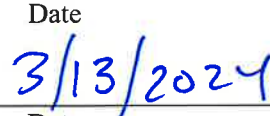
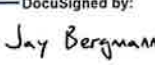

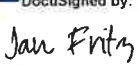
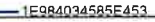
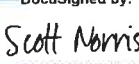
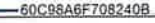
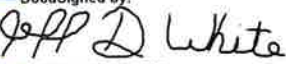

**EXHIBIT A  
STATEMENT OF WORK**

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$289,129.38 ~~\$232,661.65~~.

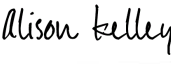
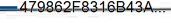
A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor quarterly progress payments pursuant to the Payment Schedule and Budget (Attachment A) for completing all Services required under this Contract. The maximum not to exceed compensation payable to Contractor under this contract, which includes any allowable expenses, is \$289,129.38 ~~\$232,661.65~~.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:

	
Chair	Date
	
Commissioner	Date
	
Commissioner	Date
Authorized Signature: 	2/14/2024
	
Department Director or designee	Date
Authorized Signature: 	2/15/2024
	
Chief Administrative Officer	Date
Reviewed by Signature: 	2/15/2024
	
Marion County Legal Counsel	Date
Reviewed by Signature: 	2/14/2024
	
Marion County Contracts & Procurement	Date

LIBERTY HOUSE SIGNATURE

Authorized Signature: 	3/20/2024
	
	Date
Title: CEO	

**Liberty House Attachment A - Payment Schedule and Budget**

Original	\$232,661.65
Amendment 1	\$56,467.73
Contract Total	\$289,129.38

**Fiscal Year 2023-24**

July - September	\$29,082.71
October - December	\$29,082.71

January - March	\$29,082.71
April - June	\$40,376.28

**Fiscal Year 2024-25**

July - September	\$40,376.28
October - December	\$40,376.28

January - March	\$40,376.28
April - June	\$40,376.13



# Contract Review Sheet

SO-5482-23

Contract for Services #: SO-5482-23 Amendment #: \_\_\_\_\_

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 373-4402 Date Sent: Wednesday, June 7, 2023

Title: Victim Services - Justice Reinvestment Initiative (JRI) Services

Contractor's Name: Liberty House

Term - Date From: Execution Expires: June 30, 2025

Original Contract Amount: \$232,661.65 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$0.00 New Contract Total: \$232,661.65 Amd% 0%

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0261 Multi Step RFP RFP# SO1315-23

## Description of Services or Grant Award

Liberty House will provide services for victims of sexual assault, domestic violence, stalking and human trafficking in Marion County.

The contract total is for \$232,661.65 through June 30, 2025. The contract is written with options to renew in two-year increments through June 30, 2029.

Desired BOC Session Date: 6/28/2023 BOC Planning Date: 6/15/2023

Files submitted in CMS: 6/7/2023 Printed packet & copies due in Finance: 6/13/2023

BOC Session Presenter(s) Undersheriff Wood, Commander Bergmann

## FOR FINANCE USE

Date Finance Received: 6/9/2023 Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

DocuSigned by: <u>Camber Schlag</u> C5B2E3DE257E444	6/9/2023	DocuSigned by: <u>Kristy Witherell</u> 81945E954B844ED	6/15/2023
Finance - Contracts	Date	Contract Specialist	Date
DocuSigned by: <u>Jane E Vetto</u> D0CEC5B04B9E483	6/13/2023	DocuSigned by: <u>Jan Fritz</u> DC16351249DE45C	6/14/2023
Legal Counsel	Date	Chief Administrative Officer	Date





## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**Meeting date: Wednesday, June 28, 2023 *June 21, 2023*

Department: Sheriff's Office

Agenda Planning Date: 6/15/2023

Time required: 10 min

☐ Audio/Visual aids

Contact: Kristy Witherell

Phone: x4402

Department Head Signature:

DocuSigned by:

D35430AD507F404...

**TITLE**

Consider approval of the Contract for Services with Liberty House in the amount of \$232,661.65 to provide provide assessment, counseling, and support for victims of sexual assault, domestic violence, stalking and human trafficking in Marion County through June 30, 2025.

**Issue, Description & Background**

Marion County Sheriff's Office opened a solicitation seeking services for Victim Services - Justice Reinvestment Initiative. (SO1315-23) The Request for Proposals closed with two successful vendors that were awarded contracts. In the solicitation, it requires that the contract terms will be for two years, with the option to renew every two years through June 30, 2029.

Liberty House will provide assessment, counseling, and support for victims of sexual assault, domestic violence, stalking and human trafficking in Marion County.

**Financial Impacts:**

The total amount of this contract is \$232,661.65, for the 2023-2025 biennium.

**Impacts to Department & External Agencies**

The CJC grant program financially supports Oregon localities that are reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability. Oregon Law, Chapter 694, Section 54(1)(b) requires a minimum of ten percent of the grant funds be distributed to community-based non-profit organizations for victim services each biennium.

**Options for Consideration:**

1. Approve the Contract for Services with Liberty House.
2. Deny the Contract for Services with Liberty House.
3. Take no action at this time.

**Recommendation:**

Staff recommends option 1, that the board approve the contract for services with Liberty House in the amount of \$232,661.65 to provide provide assessment, counseling, and support for victims of sexual assault, domestic violence, stalking and human trafficking in Marion County through June 30, 2025.

**List of attachments:**

Board Agenda Review Form, Contract Review Sheet, and Contract.

**Presenter:**

Undersheriff Wood, Commander Bergmann

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

---

Copies to:

Jay Bergmann, jbergmann@co.marion.or.us Kristy Witherell, kwitherell@co.marion.or.us
---



**MARION COUNTY  
CONTRACT FOR SERVICES  
SO-5482-23**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Liberty House, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM**

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires **June 30, 2025**. The parties may extend the term of this Contract in two-year increments provided that the total Contract Term does not extend beyond **June 30, 2029**.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$232,661.65. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- ☐ Subrecipient
- ☐ Contractor/Vendor
- ☒ Not applicable – (there are no federal funds tied to the contract)

**3. COMPLIANCE WITH STATUTES AND RULES**

- A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
  - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

#### **4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT**

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

#### **5. TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence in the performance of this Contract.

#### **6. FORCE MAJEURE**

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract

upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

## **7. FUNDING MODIFICATION**

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

## **8. RECOVERY OF FUNDS**

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

## **9. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

## **10. REPORTING REQUIREMENTS**

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 the Contractor shall be supported by documentation in Contractor's possession from third parties.

## **11. CONFIDENTIALITY OF RECORDS**

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

## **12. INDEMNIFICATION AND INSURANCE**

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

## **13. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

#### **14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C 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.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

#### **15. INDEPENDENT CONTRACTOR**

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

#### **16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

#### **17. OWNERSHIP AND USE OF DOCUMENTS**

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

#### **18. 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.

**19. 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.

**20. 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.

**21. WAIVER**

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES**

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either 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 pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE**

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:
  - i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers'

compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

- ii. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

**Minimum Limits:**

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and  
☒ \$2,000,000 Per occurrence limit for multiple claimants  
☐ Exclusion Approved by Risk Manager  
☐ \$500,000 Per occurrence limit for any single claimant  
☐ \$1,000,000 Per occurrence limit for multiple claimant

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. 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, 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 mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Liberty House  
Attn: Alison Kelley  
2685 4th St NE  
Salem, OR, 97301

To County

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

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

**27. AMENDMENTS**

This agreement may be amended if mutually agreed to by both parties.

**A. Anticipated Amendments**

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

**B. Unanticipated Amendments**

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

**28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;



- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Columbiller 6/21/2023  
Chair Date

K. Cam 6-21-2023  
Commissioner Date

O. B. D. 6-21-2023  
Commissioner Date

Authorized Signature: DocuSigned by: m r wood 6/9/2023  
B35430AD507F404...

Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz 6/14/2023  
DC16351248DE4EC...

Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by: Jane E Vetto 6/13/2023  
B06FC5B04B9F483...

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: Camber Schlag 6/9/2023  
C5B2E3DE257E444...

Marion County Contracts & Procurement Date

**LIBERTY HOUSE SIGNATURE**

Authorized Signature: DocuSigned by: Alison Kelley 6/27/2023  
479862F8316B43A...

Date

Title: CEO

## **EXHIBIT A STATEMENT OF WORK**

### **1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

#### **A. GENERAL INFORMATION.**

- i. This contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and is a result of Request for Proposal. In March 2023, the Marion County Sheriff's Office solicited a Request for Proposals (RFP) for the Justice Reinvestment Initiative – Victim Services. The RFP was a multi-award proposal seeking vendors with demonstrated experience with providing services to victims of sexual assault, domestic violence, stalking and human trafficking. Advocacy and support services using a trauma-informed model, which is an evidence-informed practice in the victim services field.
- ii. The passage of House Bill 3194 (2013) established the Justice Reinvestment Act, which invests in community public safety by controlling growth of Oregon's prison population and diverting drug and property offenders to community-based programs. Public Safety Coordinating Councils apply for state Justice Reinvestment grants each biennium, which reward success through evidence-based corrections programs.

#### **B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

##### **Program Participants Served**

Contractor shall provide trauma-focused mental health therapy for children who have been victims of abuse, neglect, rape, trafficking, and torture. The services for adults include individual therapy, family therapy, multifamily psychoeducation groups and parenting seminars for adult caregivers, which is an evidence-informed practice in the victim services field.

##### **Services Provided**

Contractor shall provide multiple positions and program services to assure contract requirements are met:

All positions are in the Hope and Wellness Program housed at Liberty House, a nonprofit child abuse assessment center located in Salem. The mission of Liberty House is to provide excellence in the assessment, treatment, and prevention of child abuse, neglect, trauma, and grief in order to promote health and hope in children, youth, families, and communities. The program will offer a safe, comfortable, child-friendly environment for children and their families referred for concerns of abuse or neglect. In addition to therapy, core services include interviews, medical check-ups, and family support. Liberty House also provides prevention training and education throughout the community.

Contract funds support one Program Director, and up to three Therapists who may be a Licensed Professional Counselors (LPC), a Licensed Clinical Social Worker (LCSW), or a Clinical Social Work Associate (CSWA). These positions collectively will provide triage, assessment, individual, family, group, and crisis services for children birth to age twenty-one (21) and their families. Treatment objectives include helping victims and families heal from complex trauma and preventing further abuse in the family and the community.

Counselors shall provide therapeutic intervention to reduce the long-term harm from the victimization, help children build resilience, help parents cope with their own trauma, improve parent-child attachment and strengthen familial relationships when possible. A designated counselor will provide medication management as appropriate. Counselors will provide trauma-informed counseling services for clients and families, using Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), an evidence-based approach to mitigate the negative effects of adverse childhood experiences (ACES) as well as Parent-Child Interaction Therapy (PCIT), Eye Movement Desensitization and Reprocessing (EMDR), Internal Family Systems (IFS), and additional evidence-based therapeutic modalities.

The target population includes 140 unduplicated children and their families each year (total for the program will exceed 300 for the biennium) referred for therapeutic services for concerns of physical abuse, sexual abuse, or neglect.

Contractor shall demonstrate an understanding of the characteristics of the population being served, including any structural, cultural, and/or linguistic barriers faced by the population. Work with the Marion County Sheriff's Office (MCSO) to respond to those barriers and provide culturally responsive services to the target population.

The entire program employs ten therapists and as a whole, the Hope and Wellness Program will serve more than 300 unduplicated children each year, for a total of more than 600 in the 2023-2025 biennium.

#### **Annual Reporting Requirements**

Provide reports, at least annually, including, but not be limited to:

- a. The number of victims served;
- b. The type of services provided;
- c. The number of educational presentations and trainings given to the community; and
- d. Efforts taken to increase services for underserved populations.

#### **C. SPECIAL REQUIREMENTS.**

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.

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 and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession.

## **2. COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$232,661.65**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor quarterly for completing all Service required under this Contract. The maximum, not to exceed compensation payable to Contractor under this contract, which includes any allowable expenses, is **\$232,661.65**.
- B. **BASIS OF PAYMENT FOR SERVICES.** County shall pay Contractor quarterly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services.
- C. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- E. **INVOICES.** Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County**  
**Attn: MCSO Contracts**  
**PO BOX 14500**  
**Salem, OR 97309**  
**SO-Contracts@co.marion.or.us**