

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO: 1490-13306

FOR

TITLE IV-E PLANNING AND CLAIMING IMPLEMENTATION SERVICES

BETWEEN



**COOK COUNTY GOVERNMENT
OFFICE OF THE CHIEF JUDGE JUVENILE PROBATION AND COURT SERVICES**

AND

**JUSTICE BENEFITS, INC.
(Based on Washington County, Oregon Contract/RFP No. 2013.045P)**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 19 2014

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Washington County, Oregon Contract (Contract RFP No. 2013.045P)
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Cook County Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Justice Benefits, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the Washington County, Oregon solicited a formal Request for Proposal process for Title IV-E Planning and Claiming Implementation Services (a joint procurement for the Counties of Washington, Clackamas, and Yamhill in the State of Oregon), and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the Washington County, Oregon entered into a contract commencing on October 1, 2013 for the provision of services by the Consultant for the County relative to Title IV-E Planning and Claiming Implementation Services; and

Whereas, the County wishes to leverage the procurement efforts of the Washington County, Oregon; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Justice Benefits, Inc., herein after the "Consultant"; and

Whereas, the County, through the Office of the Chief Judge Juvenile Probation and Court Services, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County Title IV-E Planning and Claiming Implementation Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Washington County, Oregon Contract as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective for a three (3) year base term.

Whereas, Payment shall be as follows:

The Title IV-E Administrative Initiative includes the following rate structure:

1. Ten percent (10%) on the first fifteen million dollars (\$15,000,000) received on the IV-E Administrative program that JBI completes for Cook County.
2. Fifteen percent (15%) on the individual claim that takes Cook County over fifteen million dollars (\$15,000,000) cumulative on the IV-E Administrative Program.

(The IV-E program claims on a fiscal quarterly basis. Consequently, the individual claim that makes the County over fifteen million dollars, and the three (3) following fiscal quarter claims, will be paid at the rate of fifteen percent (15 %).

3. After four (4) quarters of the contract having the fee structure of the individual claims over fifteen percent (15%), JBI will then be paid six percent (6%) of funds received on subsequent IV-E Administrative claims, through the term of the contract.

The Title IV-E Juvenile Maintenance Claims include the following rate structure:

1. Ten percent (10%) on the first fifteen million dollars (\$15,000,000) received on the IV-E Maintenance program that JBI completes for Cook County.
2. Fifteen percent (15%) on the individual claim that takes Cook County over fifteen million dollars (\$15,000,000) cumulative on the IV-E Maintenance Program.

(The IV-E Maintenance program pays on fiscal quarterly basis. Consequently, the individual claim that makes the County over fifteen million dollars, and the three (3) following fiscal quarter payments, will be paid at the rate of fifteen percent (15%).

3. After four (4) quarters of the contract having the fee structure of the individual claims over fifteen percent (15%), JBI will then be paid six percent (6%) of funds

received on subsequent IV-E Maintenance claims, through the term of the contract.

Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the Washington County, Oregon Contract (Contract No. RFP No. 2013.045P), hereto incorporated by reference as Exhibit 2, Washington County, Oregon Contract (Contract No. RFP No. 2013.045P), all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Washington County, Oregon Contract (Contract RFP No. 2013.045P)
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Cook County Board Authorization

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the any and all Subcontractor it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Identification of Subcontractor to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontracts shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Consultant is of the essence. The Consultant shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Consultant to remove any of the Consultant's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Consultant's personnel, the Consultant shall be fully responsible to County for all work performed pursuant to this Contract by Consultant's employees, Subcontractor or others who may be retained by the Consultant with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Consultant shall require all policies of insurance that are in any way related to the work and are secured and maintained by Consultant and all tiers of Subcontractor to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Consultants and Subcontractor which Consultant may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Consultant.

- 3) The Consultant shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Consultant

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Consultant shall be primary and not excess or pro rata to any other insurance issued to the County.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Consultant and Sub-Consultants of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. **Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Consultant shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Consultant promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Consultant, after notice has been given by the County to the Consultant that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, Subcontractor, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONSULTANT CREDITS

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Consultant shall be in default hereunder in the event of a material breach by Consultant of any term or condition of this Contract including, but not limited to, a representation or warranty, where Consultant has failed to cure such breach within ten (10) days after written notice of breach is given to Consultant by the County, setting forth the nature of such breach.

In the event Consultant shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Consultant expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Consultant to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Consultant further opportunity to cure such breach. Failure of County to give written notice of breach to the Consultant shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Consultant commit a subsequent breach of this Contract.

A material breach of the contract by the Consultant includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Consultant's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Consultant to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Consultant, the County reserves the right to withhold payments otherwise owed to Consultant until such time as Consultant has cured the breach.

If the Consultant fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Consultant commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Consultant which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONSULTANT'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Consultant shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Consultant shall have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Consultant. In no event shall Consultant be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Consultant shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Consultant shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. **POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and Subcontractor, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Consultant of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Consultant and Sub-Consultant upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Consultant of the award of a contract to a Prime Consultant, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Consultants will be required to submit on a timely basis, Sub-Consultants Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Consultant.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Consultants as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Consultants.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Consultants including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Consultant and Subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Consultant shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONSULTANT

The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Consultant nor any of its employees, agents or Subcontractor shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Consultant will have access to the County's protected health information in performing its responsibilities under this Contract, Consultant shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Consultant shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Consultant shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Consultant shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and Subcontractor to comply therewith. The Consultant shall confine the operations of its employees, agents and Subcontractor on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Consultant shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Consultant. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Consultant shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Consultant shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Consultant shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONSULTANT:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Consultant, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Consultant shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Consultant gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Consultant provides Deliverables manufactured by another entity, Consultant shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Consultant tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Consultant in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 AUDIT; EXAMINATION OF RECORDS

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES

The Consultant and its employees, agents and Subcontractor are, for all purposes arising out of the Contract, independent Consultants and not employees of the County. It is expressly understood and agreed that neither the Consultant nor Consultant's employees, agents or Subcontractor shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent Consultants. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Consultants, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Consultant agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
 - (a) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.

 - (b) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Consultant, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Consultant agrees that, irrespective of its status or the status of any Subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Consultant agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Consultant purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Consultant will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Consultant will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Consultant to make such delivery, then and in that event, the Consultant will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off.

The Consultant will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Consultant recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Consultant also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Consultant agrees to adhere to, and impose on its Subcontractor, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

- (a) Environmental Protection. The Consultant agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Consultant agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Consultant further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Consultant further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Consultant agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Consultant agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
8. Cargo Preference - Use of United States Flag Vessels
The Consultant agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.
9. Fly America
Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Consultants and Subcontractor at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.
10. No Federal Government Obligations to Third Parties
The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Consultant or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Consultant's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Consultant has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Consultant and, if no future payments are due or if future payments are less than such excess, the Consultant will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Consultant certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. Consultant may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Consultant will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Consultant agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Consultant agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Consultant agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Consultant agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Consultant waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Consultant represents and warrants that the Consultant/Consultant has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and Subcontractor, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
 All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
 When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
 Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
25. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. Consultants with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 1490-13306

EXHIBIT 1

Scope of Services and Price Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

between

Justice Benefits, Incorporated

and

Cook County, Illinois

This Agreement is entered into by and between Cook County, Illinois (hereinafter referred to as the "County") and Justice Benefits, as the general partner of Unificare, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.

INITIAL TERM

The initial term of this Agreement is three (3) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

PROGRAM DESCRIPTIONS

Juvenile Probation's Title IV-E Administrative Claims

A) Description of JBI's Contribution:

JBI identified that the Cook County, Illinois Juvenile Probation Department could file a federal Title IV-E Administrative Claim which would generate federal reimbursements quarterly for services the Court staffs are already performing. JBI will work with the state to get an IGA in place. Then JBI will define and document reimbursable activities of Juvenile Probation staff. In the process, JBI will implement a time keeping system, and prepare and submit Enhanced Title IV-E Administrative Claims for the Juvenile Department.

B) Fee Structure:

The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

JBI will be paid its fees per its contract with Cook County, Illinois on all IV-E amounts generated at the following rate:

Title IV-E Administrative Initiative includes the following rate structure:

1. Ten percent (10%) on the first fifteen million dollars (\$15,000,000) received on the IV-E Administrative program that JBI completes for Cook County.
2. Fifteen percent (15%) on the individual claim that takes Cook County over fifteen million dollars (\$15,000,000) cumulative on the IV-E Administrative Program.

(The IV-E program claims on a fiscal quarterly basis. Consequently, the individual claim that makes the County over fifteen million dollars, and the three (3) following fiscal quarter claims, will be paid at the rate of fifteen percent (15 %).

3. After four (4) quarters of the contract having the fee structure of the individual claims over fifteen percent (15%), JBI will then be paid six percent (6%) of funds received on subsequent IV-E Administrative claims, through the term of the contract.

Juvenile Probation's Title IV-E Juvenile Maintenance Claims

A) Description of JBI's Contribution:

JBI recognizes that the Cook County, Illinois Juvenile Probation Department's Maintenance Claims for Title IV-E reimbursement could be greatly increased by conducting maintenance activities of Juvenile Probation cases. JBI will train Juvenile staff, implement an IV-E filing system, prepare all paperwork required, as well as prepare and submit all monthly Title IV-E Maintenance Claims for the Juvenile Department.

B) Fee Structure:

JBI will be paid its fees per its contract with Cook County, Illinois on all IV-E Maintenance amounts generated at the following rate:

1. Ten percent (10%) on the first fifteen million dollars (\$15,000,000) received on the IV-E Maintenance program that JBI completes for Cook County.
2. Fifteen percent (15%) on the individual claim that takes Cook County over fifteen million dollars (\$15,000,000) cumulative on the IV-E Maintenance Program.

(The IV-E Maintenance program pays on fiscal quarterly basis. Consequently, the individual claim that makes the County over fifteen million dollars, and the three (3) following fiscal quarter payments, will be paid at the rate of fifteen percent (15%).

3. After four (4) quarters of the contract having the fee structure of the individual claims over fifteen percent (15%), JBI will then be paid six percent (6%) of funds received on subsequent IV-E Maintenance claims, through the term of the contract.

Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

CONTRACT NO: 1490-13306

EXHIBIT 2

Washington County, Oregon Contract (Contract RFP No. 2013.045P)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLACKAMAS COUNTY BY AND THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND JUSTICE BENEFITS, INC.**

This Professional Services Agreement is between Clackamas County acting by and through its **JUVENILE DEPARTMENT**, hereinafter called "COUNTY" and **JUSTICE BENEFITS, INC.**, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence October 1, 2013 and terminate June 30, 2018 unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY agrees to pay CONTRACTOR in accordance with Exhibit A.

3.2 Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

- a. CONTRACTOR shall submit invoices for the previous fiscal quarter's services within 30 days of County's receiving its quarterly federal reimbursement payment using a format approved by County staff.

Invoices shall be submitted to:

Clackamas County Juvenile Department
Attn: Crystal Wright
2121 Kaen Road
Oregon City, Oregon 97045

Or electronically to:

crystal@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations as applicable.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

5. If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by

companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person, and as provided in Exhibit A, section II (D).

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State 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 authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of

written notice form COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0. **Informal Dispute Resolution**. The parties shall use the following procedure if CONTRACTOR has complaints or concerns regarding this Contract:

- a. CONTRACTOR may contact COUNTY to informally discuss CONTRACTOR'S complaints or concerns.
- b. If the matter remains unresolved after the informal discussion, CONTRACTOR may submit a letter or other documentation to COUNTY'S designee as specified herein setting forth CONTRACTOR'S complaints or concerns. Within 10 days of receiving CONTRACTOR'S letter, COUNTY shall contact CONTRACTOR and attempt to resolve the matter. The COUNTY's designee is the Juvenile Department Director.
- c. If the matter remains unresolved CONTRACTOR may submit a letter or other documentation to the department director setting forth CONTRACTOR'S complaints or concerns. The department director or the director's designee shall contact CONTRACTOR promptly and attempt to resolve the matter.
- d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties.
- e. Nothing in this paragraph shall affect either party's rights or obligations under paragraph 6, above.

8.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Justice Benefits, Inc.
Attn: Kimberly King
2010 Valley View Ln. Suite 300
Dallas, Tx 75234

If to COUNTY:

Clackamas County Juvenile Dept.
Attn: Crystal Wright
2121 Kaen Road
Oregon City, OR 97045

This agreement consists of eight (8) sections plus the following exhibit, which by this reference is incorporated herein:

Exhibit A Scope of Work

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers.

CONTRACTOR

Justice Benefits, Inc.

By: Kim A King

Date 10/2/2013

Street Address 2010 Valley View Ln. Suite 300

Dallas, TX 75234

City / State / Zip 972-406-3792 / 972-406-3790

Phone / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

Ellen Crawford

Ellen Crawford, Director
Juvenile Department

10/8/13

Date

EXHIBIT A
SCOPE OF WORK

A. Program Purpose

Title IV of the Social Security Act, Part E – Federal Payments for Foster Care and Adoption Assistance – permanently authorizes federal matching to states for costs related to foster care and adoption assistance. It is an open-ended entitlement program, which provides support to state programs for out-of-home care and adoption assistance for children, and for programs aimed at preventing removal of children from their homes and communities, or for returning children to their home once they have been removed. In addition, it authorizes grants to states for independent living programs. Title IV-E entitlement funding is administered by a single state agency designated as the single administrative IV-E agent in each state and covers foster care maintenance payments, training costs and administrative costs on a percentage basis.

B. Target Populations

The target population for these federally reimbursed qualifying services are eligible juvenile offenders under the supervision of Clackamas County Juvenile Department (CCJD).

C. Description of Services

Justice Benefits, Incorporated (JBI) shall be responsible for providing consultation and technical assistance directed to the design, development and implementation of an integrated work plan and systems process that will allow Clackamas County to access federal claiming assistance for eligible CCJD juvenile offender-clients under Title IV-E of the Social Security Act for client maintenance, staff administration, and staff training. To that end, JBI will provide the following services:

1. Planning Phase

- a. Review of and re-write, as necessary, any current governing documents, i.e. Statewide Public Assistance Cost Allocation Plan; County Indirect Cost Rate Proposal; IV-E State Plan and policies referenced therein; State's IV-E Training plan; any necessary intergovernmental agreements between County and State, etc to ensure compliance with Title IV-E requirements;
- b. Review existing DHS policies and processes for eligibility determination, including meeting with DHS staff as needed, to ensure all processes and procedures developed by CCJD for data collection and information exchange will meet DHS requirements;
- c. Provide methods for conducting and recording Random Moment Time Studies (RMTS) necessary for Administrative Claiming of staff time;
- d. Conduct an appropriate sample of client case reviews to determine current condition and contents of service file documentation and court orders, client eligibility and service qualification for federal reimbursement;

- e. Recommend a standard format for judicial orders to include reasons for the client's home removal and efforts to prevent removal and/or achieve permanency for the child, which will make it easier for judges to comply with the IV-E requirements;
- f. Provide a quality assurance and monitoring process for the RMTS, service documentation, and eligibility determination processes to ensure compliance and to maximize revenue
- g. Determine whether County residential facility meets appropriate standards/classification and is licensed and/or approved for reimbursement under Title IV-E and recommend the necessary changes to meet standards/classifications for reimbursement, if not
- h. For County residential facility, determine which portion of placement costs that can be justified as IV-E Maintenance;
- i. Recommend any other organizational or process changes as identified during the Planning Phase;
- j. Provide an estimate of annual Title IV-E Claiming revenue for eligible clients for qualifying services;
- k. Ensure reimbursement claiming under Title IV-E does not duplicate other federal reimbursement being claimed (i.e. Title XIX, etc.); and,

2. Implementation Phase

- a. Develop an implementation plan and timeline, detailing the tasks to be accomplished and the proposed dates by which tasks will be completed based on information obtained during the Planning Phase, reviewing them with DHS, as the responsible state agency, and submitting them for federal approval, and will assist County or DHS in discussions with federal reviewers on the proposed changes;
- b. Assist County in drafting any necessary language changes to current governing documents (as described in the Planning Phase);
- c. Provide technical assistance to CCJD in claim construction for quarterly claims; and,
- d. Provide Title IV-E audit assistance.

3. Staff Training

- a. Provide on-site staff training at no additional cost for travel or the actual training time regarding client eligibility, service qualification, and staff functions necessary for Title IV-E Maintenance and Administrative Claiming, to consist of, but not limited to:
 - 1. Candidate for foster care
 - 2. Random Moment Time Study (RMTS) procedures;
 - 3. IV-E compliant court orders;
 - 4. IV-E compliant case plans;
 - 5. Client data collection and tracking requirements;
 - 6. Claim development procedures;
 - 7. Title IV-E Maintenance Procedures
- b. Provide staff training regarding the conduct of quality assurance program, including the development of training materials suitable for monitoring random moment time study results, service plan documentation and the collection and exchange of IV-E information.
- c. Provide outreach training session to judicial staff to explain the new requirements related to judicial determinations and specific wording for judicial orders.
- d. Provide webinars for updates regarding policies and procedures with IV-E claiming at no additional cost.

4. Submission of Claims

Every quarter, a title IV-E Administrative claim for reimbursement is completed on behalf of CCJD eligible clients. The IV-E administrative claim is the compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by CCJD. JBI customizes each claim to the CCJD organizational structure and accounting system.

Before JBI begin to prepare CCJD's Title IV-E Administrative Claim, JBI's Financial Operations team will sit down with the county and go over the information that will be needed.

Once the quarter closes JBI will request all the information to compile the Title IV-E Administrative Claim.

Once the claim is complete JBI will submit the Title IV-E Administrative claims to CCJD for approval. If CCJD disapproves of the claim, JBI would then revise the claim and resubmit to CCJD. Once the final claim has been approved by CCJD it must be submitted to the appropriate DHS contact. If CCJD prefers, JBI could submit the Title IV-E Administrative Claim to DHS on behalf of CCJD.

As part of JBI's work, there will be discussion of the approved use of Title IV-E funds with DHS.

JBI will consult with CCJD after the Title IV-E Administrative funds have been received. JBI's Financial team will advise CCJD on the allowable use of Title IV-E funds that will enhance future claims. JBI will also advise on allowable uses of Title IV-E funds that will not enhance future claims as well as unallowable uses of Title IV-E funds.

5. On-going Assistance

- a. Provide quality assurance of service documentation and RMTS results;
- b. Provide technical assistance during claim development;
- c. Provide Claim Audit Assistance for all Federal audit requests during the contract period;
- d. Provide training for staff;
- e. Provide RMTS operations and software; and,
- f. Provide case file reviews of existing caseload to gather information necessary for eligibility determinations.

II. COMPENSATION

A. Maximum Contract Payment.

There is no maximum contract payment. JBI will be paid on a contingency basis as described below in paragraph B. Payment Basis. Therefore, there is no guaranteed minimum or maximum amount of service or payment established during the contract period.

B. Payment Basis.

JBI shall be paid on a contingency basis of 15% of federal reimbursement received by CCJD for Administrative Claims for eligible clients. If CCJD is unsuccessful in claiming federal reimbursement for Administrative Claims for eligible clients, JBI will receive no compensation for services rendered.

C. Contractor Billing.

1. Billing Procedures

- a. JBI shall submit an invoice for the previous fiscal quarter's services within 30 days of CCJD's receiving its quarterly federal reimbursement payment using a format approved by CCJD staff.
- b. CCJD shall process invoices for a fully executed Contract within 30 days after receipt provided that the work described in the invoice has been completed in accordance with the terms of the Contract and CCJD staff have received all supporting documents. Invoices should be sent to:

Crystal Wright
Administrative Services Manager
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

- c. If errors in claiming require CCJD to refund any part of the federal reimbursement it has received, JBI will refund to CCJD the 15% contingency fee it was paid by CCJD for that claim. The monetary amount of damages and the full extent of JBI'S liability to CCJD, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Contract.

D. Termination

Clackamas County and JBI agree that Clackamas County will provide thirty (30) days written notice to JBI of the intent to terminate the contract prior to its expiration date. Upon such notice Clackamas County will allow JBI to complete the work on the current fiscal quarter, and the parties agree that JBI shall be entitled to payment for that quarter.



**WASHINGTON
COUNTY,
OREGON**

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

**Title IV-E Planning and Claiming Implementation Services
FOR**

**WASHINGTON, CLACKAMAS AND
YAMHILL COUNTY, OREGON**

PROPOSAL DUE DATE AND TIME: 3:00 PM, JULY 10, 2013

(NO. 2013.045P)

PLEASE NOTE:

Copies of solicitation documents obtained from sources other than the Washington County Purchasing Division or ORPIN are not valid documents.

COPY OF LEGAL ADVERTISEMENT

WASHINGTON, CLACKAMAS & YAMHILL COUNTY, OREGON
REQUEST FOR PROPOSALS
(No. 2013.045P)

Washington, Clackamas and Yamhill County, Oregon, as a joint procurement, is requesting sealed proposals from qualified firms to provide Title IV-E Planning and Claiming Implementation Services to the Juvenile Departments for each County.

Proposals must be received by 3:00 PM, July 10, 2013, in the Washington County Purchasing Division Office, Charles D. Cameron Public Services Building, Suite 270, 155 North First Avenue, Hillsboro, OR 97124. Proposals received after the designated time and date, per the official bid clock located in Purchasing, will be returned unopened.

The County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the County it is in the public interest to do so.

A copy of the Request for Proposal document is posted on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. Proposal documents can be viewed and downloaded from the ORPIN site. Proposers are responsible for checking the ORPIN site for any addendums before submitting their proposals.

The Washington County Board of Commissioners reserves the right to reject any and all proposals and to waive any and all informalities in the best interest of the County.

Dated this 12th day of June, 2013.

Linda Baumgartner
Purchasing Supervisor
Phone: (503) 846-3585

Published: June 12, 2013

DAILY JOURNAL OF COMMERCE and ORPIN

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals to provide either goods or services to Washington, Clackamas and Yamhill County.

1 ELECTRONIC COPIES

- 1.1 Electronic copies of the solicitation documents are available through the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>.
- 1.2 All addenda will be posted electronically on ORPIN. Proposers should check ORPIN to verify they have all addenda and review the Question and Answer folder before submitting their proposals. All submittals by the proposer must be in hard copy form.

2 PRECEDENCE OF PROPOSAL DOCUMENTS

- 2.1 The order of precedence of documents is as follows:
 1. Special Instructions
 2. Standard Contract Terms & Conditions
 3. Specifications/Scope of Work
 4. General Instructions

3 COPIES OF PROPOSAL DOCUMENTS

- 3.1 Documents obtained from sources (such as directly from other contractors) other than the Washington County Purchasing Division or the Oregon Procurement Information Network (ORPIN) are not valid proposal documents. It is the proposer's responsibility to insure they are listed as an interested party on the ORPIN website for a particular project in order to receive notification of all addenda as well as additional relevant information.

4 LAWS AND REGULATIONS

- 4.1 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 Washington County in writing.
- 4.2 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.

GENERAL INSTRUCTIONS TO PROPOSERS

5 RESERVED

6 RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

- 6.1 Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
- 6.2 The County prefers materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.
- 6.3 The County supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.

7 SPECIFICATION PROTEST PROCESS

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

Specification Protest
Proposal#: 2013.045P
Washington County Purchasing Division
ATTN: Purchasing Supervisor
155 North First Avenue, Suite 270 MS 28
Hillsboro, Oregon 97124-3072

- 7.2 Content: A proposer's written protest must include:
 - 7.2.1 A detailed statement of the legal and factual grounds for the protest;
 - 7.2.2 description of the resulting prejudice to the proposer; and
 - 7.2.3 a statement of the form of relief requested or any proposed changes to the specifications.
- 7.3 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.
- 7.4 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

GENERAL INSTRUCTIONS TO PROPOSERS

extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

- 7.5 Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

8 PROPRIETARY INFORMATION

- 8.1 The County is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The County will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
- 8.2 The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.
- 8.3 All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:
- 8.3.1 It shall be clearly marked in bulk and on each page of the confidential document.
 - 8.3.2 It shall be kept separate from the other RFP documents in a separate envelope or package.
 - 8.3.3 Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
 - 8.3.4 Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
 - 8.3.5 This statement shall be inserted in the place where the requested information was to have been placed.
- 8.4 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 in 8.3 above.
- 8.5 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

GENERAL INSTRUCTIONS TO PROPOSERS

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.

9 RECEIPT OF PROPOSALS

9.1 All proposals must be in a sealed envelope or appropriate packaging and addressed to the Washington County Purchasing Division 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 the RFP title and number and the RFP due date and time.

9.2 The proposal can be mailed or delivered to:

Washington County Purchasing Division
Charles D. Cameron Public Services Building
155 North First Avenue, Suite 270, MS #28
Hillsboro, OR 97124

9.3 All mail addressed to Washington 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

10.1 Late proposals or modifications of proposals will be handled in the following manner:

10.1.1 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.

10.2 Any modification of a proposal is subject to the same conditions set forth in 10.1.1 above.

10.3 Phone proposals will not be accepted. FAX or electronically transmitted proposals will not be considered unless authorized by the special instructions.

11 CERTIFICATION AND CONTRACT OFFER

11.1 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.

GENERAL INSTRUCTIONS TO PROPOSERS

- 11.2 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

- 12.1 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

- 13.1 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, REJECTION OR CANCELLATION OF AWARD

- 14.1 Washington, Clackamas or Yamhill County reserves the right to accept or reject any or all proposals received as a result of 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.

- 14.2 This RFP does not commit the counties to award a contract or to pay any costs incurred by companies responding. Washington, Clackamas or Yamhill County reserve the right to cancel award of this contract at any time before execution of the contract if cancellation is deemed to be in the County's best interests. In no event shall the counties 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.

- 14.3 Acceptance of a proposal is subject to budget approval, appropriation and budgetary constraints.

15 RIGHTS OF BOARD OF COMMISSIONERS

- 15.1 The Board of Commissioners expressly reserves the following rights:

15.1.1 To waive irregularities in the proposals submitted.

15.1.2 To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.

15.1.3 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.

GENERAL INSTRUCTIONS TO PROPOSERS

15.1.4 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.

15.1.5 To negotiate contract terms and conditions.

16 QUALIFICATIONS/INVESTIGATION OF REFERENCES

16.1 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.

16.2 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

17.1 The notice of intent to award will be posted on the ORPIN website at least seven (7) days before the award of the contract (s). See Section 19 of this section for protest of award.

17.2 The decision by the Washington, Clackamas or Yamhill County Board or the County Administrator to award the contract(s) shall constitute the final decision of the counties to award the contract.

18 INSPECTION OF PROPOSALS

18.1 Subject to the provisions of the Oregon Public Records Law, 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.

18.2 Copies of material from proposal files may be obtained from the Washington County Purchasing Division upon payment of a charges based upon the current County Fee Schedule.

18.3 Prepayment is required for mailing copies of materials from the proposal files.

19 PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD

19.1 Purpose. The award by the Board(s) of Commissioners 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

GENERAL INSTRUCTIONS TO PROPOSERS

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.

- 19.2 **Delivery.** A proposer must deliver a written protest to the Washington County Purchasing Supervisor within seven (7) days after issuance of the notice of intent to award the contract.
- 19.3 **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.
- 19.4 **County Response.** The County shall not consider a proposer's contract award protest submitted after the timeline established for submitting such protest. 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.
- 19.5 **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)

- 20.1 The County(s) 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(s).

21 CONTRACTOR'S RESPONSIBILITY

- 21.1 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

GENERAL INSTRUCTIONS TO PROPOSERS

affect the contractor's liability, or status as independent contractor, and contractor will remain responsible for the cost of all permits unless otherwise specified.

- 21.2 Contractor agrees to meet the highest standards prevalent in the industry or business most closely related to the goods or services of this proposal.

SPECIAL INSTRUCTIONS TO PROPOSERS

In addition to the enclosed project/proposal information and general instructions, the following special instructions apply to this proposal only.

22 PROPOSED TIMELINES

DATE	ACTIVITY
June 12, 2013	Date of Legal Advertisement
Seven (7) calendar days before proposal due date	Submit Protest to Specifications
Seven (7) calendar days before proposal due date; before 5 p.m. (PST)	Last Day to Submit Questions
3:00 PM, July 10, 2013	Proposal Due Date
July 10 – August 7, 2013	Evaluation Process
Seven (7) calendar days before award of contract	Notice of Intent to Award
August 27, 2013	Award Recommendation to County Administrator or Board of Commissioners

- 22.1 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 directly from the County or from ORPIN.

23 CONTACT PERSON

- 23.1 Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Linda Baumgartner, Purchasing Supervisor

E-mail: wcpurchasing@co.washington.or.us

Fax: (503) 846-8329

Phone: (503) 846-3585

24 INTERPRETATIONS AND ADDENDA

- 24.1 If necessary, interpretations or clarifications in response to questions will be issued by 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.
- 24.2 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 and posted to ORPIN. The County may also issue addenda to modify the proposal documents, as it deems advisable.
- 24.3 Receipt of addenda must be acknowledged on the certification and contract offer form.

SPECIAL INSTRUCTIONS TO PROPOSERS

- 24.4 Proposers shall be solely responsible to check for and download all addenda, if any, from the ORPIN web site at <http://orpin.oregon.gov> , prior to submitting their proposals.

25 RESPONSE FORMAT

- 25.1 The proposal shall be prepared succinctly, providing a straight forward, concise description of the proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits.
- 25.2 The proposal should contain not more than 20 pages, double sided 8.5 x11, pages of written material (excluding biographies and brochures which may be included in an appendix) describing the ability of the proposer to perform the work described. The minimum font shall be twelve (12) point single spaced and the minimum margins shall be one (1) inch on all sides.
- 25.3 Proposals should be submitted on double- sided recyclable paper (post consumer content). Submittals shall be bound by staple, band or binder clip and shall consist of paper only. All binders, plastic separators, non-recyclable material, etc. are discouraged. Submittals are not evaluated on the aesthetic of the package.

26 PROPOSAL CONTENT

To facilitate evaluation, please prepare your proposal according to the format outlined below:

- 26.1 Letter of Transmittal/Cover Letter: 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.
- 26.2 Certification and Contract Offer. (Attachment A, Proposal Response Packet) Failure to sign and submit this form may be cause for rejection.
- 26.3 Experience and Capacity (20 Points Possible)
- 26.3.1 Describe your agency/organization's capacity to provide these services and your current resources available to deliver the services described in this solicitation. In your description, include the following:
- 26.3.1.1 Describe how long your agency/organization has been delivering these services, particularly as it relates to individuals who are involved in the juvenile justice system. Describe any contracts your agency has had with any organization for these services within the last two years and your experience providing these services. Include in your description any challenges, successes, and any program development or service-delivery issues you have experienced. Include any corrective action measure that had to be taken, if applicable, to comply with those contracts. What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services? If your agency/organization is new to this service area, describe your

SPECIAL INSTRUCTIONS TO PROPOSERS

capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of contract execution.

26.3.1.2 Describe the duties and qualifications (e.g., education, training, experience, licensure/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services. Describe the administrative, management and supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and use to effectively deliver these services.

26.4 Program Services (20 Points Possible)

26.4.1 Describe the services your agency/organization plans on providing and how you will deliver those services.

26.5 Issues and Challenges (20 Points Possible)

26.5.1 Describe the primary issues and challenges you believe your staff will face in implementing these services. Discuss the attributes and assets your organization and staff possess that can mitigate, lessen and/or eliminate some of the challenges or issues previously described.

26.6. Service Delivery Costs (15 Points Possible)

26.6.1 Describe the cost of the services you are proposing to provide. Include in your cost description the desired method of compensation i.e. fee-for-service hourly rate, flat-fee project rate, contingency basis based on a percentage of revenue collected (state percentage), etc.)

26.7 References (10 Points Possible): Describe similar projects your firm has completed, with particular emphasis on jurisdictions with similarities to Washington, Clackamas and Yamhill County. List the firm name, address, contact person, and telephone number for three (3) such projects. References must be for services provided within the last five (5) years. List any contracts terminated for cause within the same time period and include the reason why.

27 GUIDELINES FOR PROPOSAL SUBMITTAL AND RECEIPT

27.1 To be considered for this contract, each proposer must submit seven (7) copies of its complete proposal document, including one copy clearly marked as the original and an electronic copy in Adobe Acrobat (PDF) or Microsoft Word format in the sequential order of the proposal with a separate folder for any proprietary information. The electronic copy can be on a jump drive or disk and included with the copies of the proposal response. Proposals must be addressed and mailed or hand-delivered to:

Linda Baumgartner, Purchasing Supervisor
Washington County Purchasing Division

SPECIAL INSTRUCTIONS TO PROPOSERS

Charles D. Cameron Public Services Building
155 North First Avenue, Suite 270, MS 28
Hillsboro, Oregon 97124

- 27.2 Proposals must be physically received at the above location by 3:00 pm, July 10, 2013. A postmark is not sufficient.
- 27.3 Proposals received after the designated time and date will be returned unopened.
- 27.4 Proposers are required to submit the proposal forms furnished in this RFP document. Please retain a copy for your records.
- 27.5 Proposals will not be read aloud.
- 27.6 Each submittal shall contain the following:
 - 27.6.1 All proposal response forms, including the signed and dated certification and contract offer sheet. All addenda must be acknowledged on the certification and contract offer.
 - 27.6.2 Responses to Article 26 - Proposal Content
 - 27.6.3 Insurance Requirements Certification form and Sustainability Questionnaire
 - 27.6.4 Failure to submit any of the required items may be grounds for rejection of the proposal.

28 EVALUATION CRITERIA AND SELECTION PROCESS

- 28.1 All proposals will be reviewed by staff from Washington, Clackamas and Yamhill County Juvenile Departments and the Purchasing Division based on the following criteria. Each evaluation criteria has been assigned points based on its relative value to the contract as a whole. The criteria and the associated points are listed in the table below:

	CRITERIA	POINTS
1	<u>Experience/Capacity (Reference Article 26.3)</u>	20
2	<u>Program Services (Reference Article 26.4)</u>	20
3	<u>Issues and Challenges (Reference Article 26.5)</u>	20
4	<u>Service Delivery Costs (Reference Article 26.6)</u>	15
5	<u>References (Reference Article 26.7)</u>	10
6	<u>Following Proposal Response Guidelines</u>	15

SPECIAL INSTRUCTIONS TO PROPOSERS

	Subtotal	100
	Interview/Presentations	30
	TOTAL POINTS	130

28.2 Top scoring proposers may be selected for interviews. If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, will be determined based on the review and re-evaluation of the written scores and an additional 30 points assigned to the interview process.

28.3 After the above activity has occurred, a single firm will be identified that is best able to provide the services to each County. The County(s) reserve 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 of each County for their consideration.

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

29 FORM OF CONTRACT

29.1 A copy of the Washington, Clackamas and Yamhill County standard personal service contracts that each County would expect the successful firm or individual to execute are attached. The contracts will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

30 INSURANCE REQUIREMENTS

30.1 The insurance requirements for this contract are outlined in the Insurance Requirements Certification Form. The proposer must sign and return this form with their response.

31 TERM OF CONTRACT

31.1 The term of the contracts will be effective for the period through and including June 30, 2018.

31.2 The maximum term of the contracts will be five years.

31.3 The total estimated annual expenditure for all the contracts is approximately \$468,750. Actual expenditures may be more or less depending on actual requirements.

SPECIAL INSTRUCTIONS TO PROPOSERS

32 CONTRACT ADMINISTRATION

- 32.1 Each County will have their own Contract Administrator. The Contract Administrator for Washington County will be Cheryl Vandlac, for Clackamas County it will be Crystal Wright and for Yamhill County it will be Tim Loewen.

PROJECT SPECIFICATIONS / SCOPE OF WORK

33 BACKGROUND INFORMATION

Washington County is a suburban county located on the western edge of Portland, Oregon. Its boundaries extend from the City of Portland to the coast range. The current population is approximately 550,000 people. There is a mix of urban, suburban and rural areas. The eastern half of the County is composed of service industries, light manufacturing, residential and commercial activity. It is relatively densely populated. The western half is primarily farms and rural settings together with several smaller incorporated and unincorporated communities.

The County seat of government is located in Hillsboro, Oregon. The County has experienced substantial growth over the last several years principally in the electronics and high tech industries. Over half of the entire state's population growth in the last five years occurred in Washington County.

The County is a home-rule county, governed by five elected Commissioners who appoint a County Administrator as the chief executive of the County. There are currently approximately 1708 employees in all areas of County government who are engaged in providing the multitude of services required by its member cities, businesses and general population.

Clackamas County is a suburban county located on the southeastern edge of Portland, Oregon. Its boundaries extend from the City of Portland to the Cascade mountain range. The current population is approximately 383,857 people. There is a mix of urban, suburban and rural areas. The western half of the County is composed of service industries, light manufacturing, residential and commercial activity. It is relatively densely populated. The eastern half is primarily farms and rural settings together with several smaller incorporated and unincorporated communities. The County seat of government is located in Oregon City, Oregon.

The County is a home-rule county, governed by five elected Commissioners who appoint a County Administrator as the chief executive of the County. There are currently approximately 2,300 employees in all areas of County government who are engaged in providing the multitude of services required by its member cities, businesses and general population.

Yamhill County is a primarily rural county located on the western side of the Willamette Valley in Oregon about 30 miles southwest of Portland. The current population is just over 100,000 people. There is a mix of urban, suburban and rural areas. Its largest cities are McMinnville and Newberg. There is some light manufacturing, however, most of the County is rural farmland. It has a population density of 139/square mile. Yamhill County is known as Oregon's wine country. The poverty level is 12.7 percent. Eighty seven percent of the persons over 25 years of age have graduated from high school. Twenty three percent of persons over 25 have a bachelor's degree or higher. Median household income is just over \$52,000 annually.

The County is governed by three elected Commissioners who appoint a County Administrator as the chief executive of the County. There are approximately 515 employees in all areas of

PROJECT SPECIFICATIONS/SCOPE OF WORK

County government who are engaged in providing the multitude of services required by its member cities, businesses and general population.

34. PURPOSE AND OVERVIEW

Washington, Clackamas and Yamhill County Juvenile Departments (WCJD, CCJD, and YCJD) are seeking Proposals for Title IV-E Planning and Claiming Implementation Services. Services are intended to assist the counties in identifying, planning and implementation or initiation of the claims process procedures for Federal reimbursement for services provided to eligible County juvenile clients.

Major service components include:

- Assess all counties abilities to claim Federal reimbursement for qualifying services to eligible clients under Titles IV-E of the Social Security Act and estimate the approximate annual amount to be claimed based upon the estimated number of qualifying youth placements that would be eligible for maintenance reimbursement of Title IV-E and the rates of reimbursement;
- Design, develop, and implement an integrated work plan and systems process that will allow all counties to access federal claiming assistance for eligible WCJD, CCJD and YCJD clients, primarily under Title IV-E Maintenance, Title IV-E Administration and associated training;
- Determine what all counties need to do in cooperation with the STATE of Oregon, Department of Human Services (DHS) to implement agreements between DHS and County to permit County to make Title IV-E claims and to recommend a cost-allocation plan and method of monitoring and recording the costs incurred for activities resulting in claims. This narrative shall include identifying barriers to claiming and recommendations for removing or overcoming these barriers;
- Provide claim construction assistance for the first quarterly Title IV-E claim;
- Provide on-going claims assistance; and,
- Provide claim audit assistance.

35. INTRODUCTION AND PROGRAM HISTORY

WCJD, CCJD and YCJD are recognized as national leaders in Juvenile Justice. We routinely consult and make use of evidence-based practices in our programs and policy development. Our commitment to data-informed decision-making has led us to make smart investments of taxpayer dollars in supervision, sanctions and services for the county's highest risk and highest need offenders. We make long-term investments in our employees through the provision of education and training. We believe that in order to enhance public safety we must work collaboratively with the judiciary, law enforcement, schools, treatment agencies and the community.

Historically, none of the Counties have participated in Federal reimbursement claiming for qualifying services to eligible youth, primarily under Title IV-E of the Social Security Act. This is

PROJECT SPECIFICATIONS/SCOPE OF WORK

an entitlement program created to subsidize the cost of qualifying services to eligible youth, including maintenance costs and associated administrative and training costs.

Due to decreased local funding for eligible services, there is interest in identifying and claiming services eligible for Federal reimbursement.

36 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

Mission: Washington County Juvenile Department protects the public by reducing delinquency and restores victims and the community by holding youth accountable. We create opportunities for change through swift and decisive use of effective practices, building on the strengths of youth and families.

Values:

- Integrity is the consistent adherence to our professional and ethical standards with responsible stewardship of public resources
- Excellence is the commitment to providing the highest quality of services to youth, families and the community. It is the embodiment of professionalism through high standards, compassion and staff development
- Teamwork is thoughtful communication, collaboration and coordination in pursuit of common goals with respect for differences while valuing all contributions

Guiding Principals:

- To collaborate with schools, law enforcement and our other community partners
- To provide stewardship of public resources and effectively use public resources by utilizing cost effective measures and by evaluating our programs
- To provide fair and equitable treatment that includes families in decision making and embraces impartial practices
- To incorporate effective practices into our work with youth and families, including assessment of youth risk and needs and risk-driven decision making that creates individual case plans based on risk and needs
- To honor victims' rights and interests throughout all phases of the justice system and provide opportunities for youth to repair harm to victims and communities
- To provide logical consequences and individualized case plans that address youth needs and teach skill development
- To foster open communication and team work in a supportive work environment and to

PROJECT SPECIFICATIONS/SCOPE OF WORK

demonstrate ethical and honest behavior in all that we do

- To honor diversity and treat all persons with respect
- To involve youth, families and partners in creating an effective and responsive department
- To strive to be innovative leaders in the field of juvenile justice

Mission: The Clackamas County Juvenile Department is dedicated to community safety. Youth offenders are held accountable through facilitation of victim and community restoration. We collaborate with community partners to assist in positive youth development and strengthening families.

Values: Integrity, Collaboration, and Excellence

Guiding Principles:

- To honor diversity and to treat all persons with respect.
- To involve youth, families, and community partners in creating an effective and responsive department.
- To strive to be innovative leaders in the field of juvenile justice.
- To incorporate evidence based practices in our work with youth and families.
- To honor victim's rights and interests throughout all phases of the justice system; To invite victim's participation in determining how to meaningfully address harm.
- To provide opportunities for youth to repair harm to victims and communities.
- To engage youth to have positive involvement in their communities.
- To foster open communication and team work in a supportive work environment.
- To demonstrate ethical and honest behavior in all that we do.

Mission: Yamhill County Juvenile Department is dedicated to promoting good citizenship, accountability, community safety, and victim restoration, through community involvement.

Guiding Principles:

- We must strengthen the family in its primary responsibility to instill moral values and provide guidance and support to children.

PROJECT SPECIFICATIONS/SCOPE OF WORK

- We must support core social institutions – schools, religious institutions, and community organizations – in their roles of developing capable, mature and responsible youth.
- We must promote delinquency prevention as the most cost-effective approach to reducing juvenile delinquency.
- We must intervene immediately and effectively when delinquent behavior occurs to successfully prevent delinquent offenders from becoming chronic offenders or progressively committing more serious and violent crimes.
- We must identify and control the small groups of serious, violent, and chronic juvenile offenders who have committed felony offenses, have failed to respond to intervention and nonsecure community-based treatment and rehabilitation services offered by the juvenile justice system.

37. TARGET POPULATION SERVED

The target populations for these Federally reimbursed qualifying services are eligible youth offenders under the supervision of Washington, Clackamas and Yamhill Counties.

38. FUNDING

No WCJD, CCJD or YCJD dedicated funding is available for these services. The successful proposer will be compensated from the federal funds the County receives as reimbursement. Proposers should state whether Proposer desires to be compensated on a flat-fee basis or on a contingency-basis based on a percentage of Federal reimbursement successfully claimed by the counties.

The population of Washington County is approximately 550,000. Washington County has approximately 206 juvenile offenders on formal probation/supervision.

The population of Clackamas County is approximately 384,000. Clackamas County has approximately 180 juvenile offenders on formal probation/supervision.

The population of Yamhill County is approximately 100,500. Yamhill County has approximately 235 juvenile offenders on formal probation/supervision.

It is anticipated that Proposers will be able to assist the counties in determining the annual amount of federal reimbursement the counties are eligible to receive.

39. SCOPE OF SERVICES

The successful proposer shall be responsible for providing consultation and technical assistance directed to the design, development and implementation of an integrated work plan and systems process that will allow all counties to access federal claiming assistance for eligible county juvenile offender-clients under Title IV-E of the Social Security Act for client maintenance, staff administration, and staff training. To that end, Washington, Clackamas and Yamhill Counties anticipate the successful proposer will provide the following services:

39.1 Planning Phase:

During the Planning Phase, all counties anticipate the successful proposer will:

- Review the current governing documents, i.e. Statewide Public Assistance Cost Allocation Plan; WCJD, CCJD and YCJD Indirect Cost Rate Proposal; IV-E State Plan and policies referenced therein; State's IV-E and IV-B Training plan; any existing intergovernmental agreements between WCJD, CCJD and YCJD and the State. A review of these documents should help the successful proposer determine the current approved process for IV-E claiming in Oregon, as used by DHS and to help determine where modifications to these documents will be required to include claiming for all counties;
- Review existing DHS policies and processes for eligibility determination, including meeting with DHS staff as needed, to ensure all processes and procedures developed by WCJD, CCJD, and YCJD for data collection and information exchange will meet DHS requirements;
- Recommend methods for conducting and recording Random Moment Time Studies (RMTS) necessary for Administrative Claiming of staff time and whether the successful proposer has the capacity and means for providing this service;
- Conduct an appropriate sample of client case reviews to determine current condition and contents of service file documentation and court orders, client eligibility and service qualification for Federal reimbursement;
- Recommend a standard format for judicial orders to include reasons for the client's home removal and efforts to prevent removal and/or achieve permanency for the child, which will make it easier for judges to comply with the IV-E requirements;
- Provide a quality assurance and monitoring process for the RMTS, service documentation, and eligibility determination processes to ensure compliance and to maximize revenue;
- Determine whether WCJD, CCJD, and YCJD facilities and WCJD, CCJD and YCJD contracted facilities (group care, foster home, residential, emergency shelters, etc.) meet appropriate standards/classification and are licensed and/or approved for reimbursement under Title IV-E and recommend the necessary changes to meet standards/classifications for reimbursement, if they are not;
- For WCJD, CCJD, and YCJD facilities and WCJD, CCJD, and YCJD contracted facilities, determine which portion of placement costs that can be justified as IV-E Maintenance;

PROJECT SPECIFICATIONS/SCOPE OF WORK

- Recommend any other organizational or process changes as identified during the Planning Phase;
- Provide an estimate of annual Title IV-E Claiming revenue for eligible clients for qualifying services;
- Ensure reimbursement claiming under Title IV-E does not duplicate other federal reimbursement being claimed (i.e. Title XIX, etc.);

39.2. Implementation Phase

During the Implementation Phase, all counties anticipate the successful proposer will

- Develop an implementation plan and timeline, detailing the tasks to be accomplished and the proposed dates by which tasks will be completed based on information obtained during the Planning Phase, reviewing them with DHS, as the responsible state agency, and submitting them for federal approval, and will assist WCJD, CCJD and YCJD or DHS in discussions with federal reviewers on the proposed changes;
- Assist WCJD, CCJD, and YCJD in drafting any necessary language changes to current governing documents (as described in the Planning Phase);
- Assist WCJD, CCJD and YCJD Information Technology (IT) staff to define, design, and test systems suitable to gather required IV-E information and data.
- Provide technical assistance to the counties in claim construction for quarterly claims.
- Provide Title IV-E audit assistance.

39.3 Staff Training

After the Implementation Phase, all counties anticipate the successful proposer will:

- Provide staff training regarding client eligibility, service qualification, and staff functions necessary for Title IV-E Maintenance and Administrative Claiming, to consist of, but not limited to:
 - Random Moment Time Study procedures;
 - Client roster procedures;
 - Client Service Plan documentation procedures;
 - Client data collection and tracking requirements;
 - Claim development procedures;
 - Trainer-the-Trainer Training
- Provide staff training regarding the conduct of quality assurance program, including the development of training materials suitable for monitoring random moment time study results, service plan documentation and the collection and exchange of IV-E information.
- Provide outreach training session to judicial staff to explain the new requirements related to judicial determinations and specific wording for judicial orders.

39.4. On-going Assistance

After the Implementation Phase, all counties anticipate the successful proposer will provide, on an on-going basis:

PROJECT SPECIFICATIONS/SCOPE OF WORK

- Quality assurance of service documentation and RMTS results;
- Technical assistance during claim development;
- Claim Audit Assistance for all Federal audit requests during the contract period;
- Training for up to 6 staff;
- RMTS operations and/or software; and,
- Case file reviews of existing caseload to gather information necessary for eligibility determinations.
- If any costs are associated with these items, they are to be described in Article 26.6 Service Delivery Costs.

40. FISCAL REQUIREMENTS AND REPORTING

Fiscal Compliance Reviews: County fiscal compliance reviews may be conducted to ensure that financial records, systems, and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State audit and accounting requirements.

41. PERFORMANCE MEASURES/CONTRACT MONITORING

While no performance measures have been developed for these services, the contract resulting from this RFP will be monitored through a number of means, including, but not limited to:

- Site Reviews: County Staff may schedule on-site visits to review agency compliance with the contract, including a review of client files. Site visits are usually scheduled with contracted providers, but may be conducted without notice.
- Technical Assistance: County staff may offer training and/or assistance programs with design of the services.
- Evaluations/Program Performance: Program performance may be evaluated through other quality assurance/evaluation processes, including:
 - Performance reviews for achieving client service outcomes;
 - Contracted provider self-assessments;
 - Client satisfaction surveys and complaint resolution processes;
 - Compliance reviews for reporting requirements, including use of the County's data collection systems;
 - Referral source satisfaction surveys;
 - Census validation audits;

42. COMPENSATION AND METHOD OF PAYMENT

Proposers are invited to suggest the compensation method that works best for them, either a flat-fee basis (hourly rate and/or per-claim rate) or a contingency-basis based on a proposed percentage of the revenue successfully collected in Article 26.6 Service Delivery Costs.

**SAMPLE COUNTY
PERSONAL SERVICES CONTRACTS**

WASHINGTON COUNTY PERSONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and, ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2. Services performed by Contractor shall be performed to the standards described in Section 31 of the County Standard Contract Terms and Conditions below.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the services described in Attachment A, in consideration for which County agrees to pay for the services in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: , or upon final signature, whichever is later.
- 3.2. The expiration date is: , unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1. The following documents are incorporated into this contract:

- solicitation # _____.
- Contractor's response dated: _____.
- Washington County Standard Contract Terms and Conditions.

4.2. The following Attachments are incorporated into and made a part of this contract:

- Attachment A - Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Standard Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - Specific Program Requirements
- Attachment F - Business Associate Agreement
- Other _____.

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor's response.

SECTION 5 - COUNTY CONTRACT ADMINISTRATOR

Name:
Mail Stop:
Address:

Hillsboro, OR

Telephone:
E-Mail:

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature

Date

Name (Printed)

Title

Business Name or DBA(Check Payable to): _____

Address: _____

Email Address

Fax Number

Contractor Contact Person:

Name: _____

Telephone: _____

Address: _____

E-Mail: _____

COUNTY:

Signature

Date

Printed Name

Title

Recording Secretary:

(For use with Board items)

Minute Order #:

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of County. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** 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. 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 Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The prevailing party in a Claim shall be entitled to reasonable attorney fees and costs as awarded by the court, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor 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 County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.**
 - 7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.
 - 7.2 The Contractor agrees to:
 - a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

STANDARD TERMS AND CONDITIONS

8. **Independent Contractor.**

- 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
- 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. **Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. **Termination.**

- 11.1 This contract may be terminated under the following conditions:
- a. By mutual consent of both parties.
 - b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
 - c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.
- 11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

STANDARD TERMS AND CONDITIONS

- 11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.
- 11.4 In addition to its other rights to terminate, County may terminate this Agreement in whole or in part upon thirty days' prior notice to Contractor when it is determined to be in the best interests of County. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
- 11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract
13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. 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.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
- 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;

STANDARD TERMS AND CONDITIONS

- 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
- 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
23. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246

STANDARD TERMS AND CONDITIONS

entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.

24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- 25.5 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

STANDARD TERMS AND CONDITIONS

- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.
29. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
30. **Security of Information**
- 30.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- 30.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on

STANDARD TERMS AND CONDITIONS

the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

- 30.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
31. **Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services.
32. **Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:
- a. Reducing or withholding payment;
 - b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
 - c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

**Clackamas County
Sample Personal Services Contract**

PERSONAL SERVICES CONTRACT DOCUMENTS

FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

BOARD OF COUNTY COMMISSIONERS

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Steve Wheeler
County Administrator

Lane Miller
Purchasing Manager

XXXXXXXXXXXX
Buyer

PERSONAL SERVICES CONTRACT XXXXXXXXXXXXXXXXXXXXXXX

This contract for personal services is entered into by and between Clackamas County hereinafter referred to as the COUNTY, and XXXXXXXXXXXXXXX hereinafter called the CONTRACTOR, to provide the services described below at the rates included in Attachment "A", which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE:

This agreement covers the services as described in Attachment "A" inclusive." The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Work shall be performed in accordance with a schedule approved by the COUNTY. The term of the contract shall commence upon contract execution and continue through XXXXXXXXXXX

OPTIONAL: This contract may be renewed for (two) additional one (1) -year terms upon the written approval of both parties.

II. COMPENSATION:

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "A" inclusive." Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this contract shall be \$XXXXXXXXXXXX.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, The CONTRACTOR shall qualify and remain qualified and pay employees for the term of work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the services to be provided pursuant to Section I Scope are personal and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

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

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees

pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this contract.

7. To the extent the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

8. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- a. Reducing or withholding payment'
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

IV. INSURANCE REQUIREMENTS

A. Commercial General Liability

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

B. Automobile Liability

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of **(personal or business)** automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

D. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

F. The insurance, other than the professional liability and workers compensation insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

V. SUBCONTRACTS:

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

VI. TERMINATION: AMENDMENT:

A. This contract may be terminated by either party upon at least TEN (10) days written notice to the other.

B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS by

Authorized Signature

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Name, Title, Printed

Date

Date

Telephone // Fax Number

ATTACHMENT "A"

SCOPE OF WORK

CERTIFICATE OF INSURANCE

**Yamhill County
Sample Personal Services Contract**

AGREEMENT

Yamhill County and _____.

THIS AGREEMENT ("Agreement") is made the last date set forth adjacent to the signatures of the parties below by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through the _____ of the _____ ("County"), and _____, an _____, _____ (address) _____ OR, Tax Identification Number _____ ("Contractor").

RECITALS:

A. County, through its _____ provides _____, In order for County to provide _____ services it is necessary for County to contract with a qualified provider with training and expertise in _____.

B. _____ is qualified to perform the duties required by County and imposed by this Agreement. County and _____ desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3), NOW, THEREFORE

AGREEMENT: In exchange for the promises and other consideration set forth below, the parties agree as follows:

Section 1. Effective Date. This Agreement is effective for the period _____ through _____ unless sooner terminated as provided in Section 5, below. The term of this Agreement may be extended only in a writing signed by both parties.

Section 2. Contractor's Services. Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Records and Reporting. Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency without the written approval of County, and shall provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County. Contractor agrees to retain records and documents relating to this Agreement for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist.

Section 4. Payment of Services; Office Space. The maximum authorized not-to-exceed amount under this Agreement is \$ _____. County will reimburse Contractor for Contractor's costs associated with providing Services under this Agreement as described in Exhibit A.

Section 5. Termination. Either party may terminate this Agreement on 30 days written notice to the other party. Contractor shall not incur any expenses for services provided under this Agreement following County's notice of termination. Termination shall not excuse liabilities incurred prior to the termination date.

Section 6. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 7. Regulations and Requirements Imposed by Law. The County and Contractor agree to comply with the rules and regulations of County, applicable federal regulations and all provisions of federal and state law relating to Contractor's performance of services under this Agreement. Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530, as applicable. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference. Further, Contractor is responsible for all client information and ensuring adequate systems are in place. Without limiting the generality of the preceding sentence and Section 11, Contractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County for review and inspection upon request. Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

Section 8. Indemnification; Hold Harmless. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Contractor in the performance of this Agreement; and further agrees to indemnify, save harmless and defend County, its officer, agents, and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.

Section 9. Ownership. County will retain all title, rights, and ownership in all documentations, plans, data or other work product created under this Agreement ("Work Product"), if any. County may duplicate the Work Product in any media. Contractor retains all rights to its pre-existing documentation, plans, data or work product and County may only use such work product pursuant to this Agreement.

Section 10. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence limit of not less than \$1,000,000 and aggregate limit of not less than \$2,000,000, to protect against all loss suffered by County or third parties, including

financial and consequential loss, caused by error, omission, or negligent acts related to provision of the services;

- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

Section 11. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) County client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County (Confidential Information). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

Section 12. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 13. Renewal. This Agreement may be renewed at the written mutual option of both parties.

Section 14. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 15. Waiver; Remedies: County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 16. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively a Claim) between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

Section 17. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid

Section 18. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument

Section 19. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 20. Entire Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

DONE the last date set forth adjacent to the signatures of the parties below.

YAMHILL COUNTY, OREGON

By: _____
(signature)
Date: _____

KATHY GEORGE, Chair
Board of Commissioners
Date: _____

(printed name)

(title)

APPROVED AS TO FORM BY:

Tax ID No. _____

CHRISTIAN BOENISCH
Deputy County Counsel

Exhibit A

Contractor shall provide the following services:

ATTACHMENT A

PROPOSAL RESPONSE PACKET

PROPOSAL RESPONSE FORMS

2013.045P

**CERTIFICATION AND CONTRACT OFFER
INSURANCE REQUIREMENTS CERTIFICATION
REFERENCES
SUSTAINABILITY QUESTIONNAIRE**

Title IV-E Planning & Implementation Services

PROPOSAL DUE DATE: 3:00 PM, July 10, 2013

**WASHINGTON COUNTY PURCHASING DIVISION
CHARLES D. CAMERON PUBLIC SERVICES BUILDING, SUITE 270
155 NORTH FIRST AVENUE, MS 28
HILLSBORO, OREGON, 97124**

**THIS PROPOSAL FORM PACKET MUST BE COMPLETED AND RETURNED WITH
YOUR PROPOSAL**

CERTIFICATION AND CONTRACT OFFER

PROPOSAL TITLE: **Title IV-E Planning & Implementation Services (#2013.045P)**

PROPOSAL DUE DATE: **3:00 PM, JULY 10, 2013**

The undersigned after having carefully examined the Special Instructions, Project/Proposal Information, General Instructions and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The proposer further agrees that this offer will remain in effect at the rates proposed for a period of not less than 180 calendar days from the date that proposals are due and that this offer may not be withdrawn or modified during that time.

The proposer hereby certifies that this proposal is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The proposer hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

CERTIFICATION AND CONTRACT OFFER

Continued

The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the solicitation documents and addenda (if any) numbered ___ through ___ inclusive.

The proposer is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY:	DATE:
PRINTED NAME:	TITLE:
FIRM:	
MAILING ADDRESS:	PHYSICAL ADDRESS:
CITY, STATE and ZIP	E-MAIL ADDRESS:
PHONE: (AREA CODE)	FAX: (AREA CODE)

***ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).**

INSURANCE REQUIREMENTS CERTIFICATION FORM

The following minimum insurance will be required of the successful proposer(s). It is strongly advised that proposers give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.
 Not required.
 COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage for Washington County, its agents, officers, elected officials and employees during the term of this contract.
 Not required.
 AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
 No requirement in excess of that required under state law.

3. **PROFESSIONAL LIABILITY INSURANCE**
 Not required.
 PROFESSIONAL LIABILITY INSURANCE with a combined single limit, or the equivalent, of not less than: \$1,000,000/\$2,000,000, or \$2,000,000/\$4,000,000 Other: \$ _____ each occurrence/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5. OTHER COVERAGE REQUIRED

POLLUTION OR ASBESTOS LIABILITY INSURANCE with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$ _____ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor

ADDITIONAL INSURED ENDORSEMENT naming "Washington County, its agents, officers, elected officials and employees" with respect to liability for "Bodily Injury" and "Property Damage" included in the "products-completed operations hazard."

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and proposer. Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

I certify that the above insurance is available and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next proposer available for award if the certificate is not received within 10 days

By: _____

Date: _____

REFERENCES

PROPOSAL TITLE: Title IV-E Planning & Implementation Services (#2013.045P)

PROPOSAL DUE DATE: 3:00 PM, JULY 10, 2013

FIRM NAME: _____

Our firm has provided professional services of a similar nature to the following:

1. Name of Organization: _____

Address: _____

Contact Person: _____

Phone Number: () _____ Email: _____

2. Name of Organization: _____

Address: _____

Contact Person: _____

Phone Number: () _____ Email: _____

3. Name of Organization: _____

Address: _____

Contact Person: _____

Phone Number: () _____ Email: _____

SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

The Sustainability Questionnaire must be completed and returned with your bid/proposal. This questionnaire is applicable to firms that provide services and/or goods to the County.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Check the items that apply.

- We apply environmental criteria when making purchasing decisions
 - We purchase "green" (recyclable, reusable, non-toxic) supplies, products and materials
 - We specify sustainable products and or locally manufactured products
- Other – describe other ways your company monitors and manages your supply chain regarding environmental issues.
-
-

2. What type of sustainable packaging/shipping materials do you use? Check the items that apply.

- Our packaging/shipping materials are recyclable
 - Our packaging/shipping materials are reusable
 - Our packaging/shipping materials are made from 100% post-consumer recycled materials
- Other – describe other types of sustainable packaging/shipping materials you use
-
-

3. Does your company have a Green Transportation Plan for your operation? Check the items that apply.

- We own electric, hybrid, or E-85 fueled vehicles
 - We rent hybrid vehicles
 - We purchase carbon offsets
- Other – describe your company's Green Transportation plan for your operation or provide a link.
-
-

4. What does your company do to minimize the environmental costs associated with shipping? Check the items that apply.

- We combine deliveries with customer visits
 - We consolidate deliveries
 - We utilize electronic communications and electronic transfer of documents
- Other – describe what your company's does to minimize the environmental costs associated with shipping.
-
-

5. Has your company ever been cited for non-compliance of any environmental or safety issues?
Check the item that applies.

- No, my company HAS NOT been cited for non-compliance
 Yes, my company HAS been cited for non-compliance

State the reason, date and outcome of the citation.

6. Does your company have web-based material available documenting your "Green" initiatives?
Check the items that apply.

- Our website, includes "Green" reference information (provide Link)
 Our website, includes an environmental policy statement (provide Link)
 Our website, includes our company's Sustainability Report (provide Link)

Other – does your company have other web-based materials available documenting your "Green" initiatives (Provide Link)

7. If you are providing a product, to your knowledge, has the manufacturer of the product that you are bidding or proposing ever been cited for non-compliance of any environmental or safety issue?
Check the item that applies.

- No, the manufacturer of the product HAS NOT been cited for non-compliance
 Yes, the manufacturer of the product HAS been cited for non-compliance

State the reason, date and outcome of the citation.

8. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit) Check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
 We have a company-wide Recycling Program
 We have formed a Sustainability Committee to identify sustainable solutions for our company

Other – what other programs do you have in place, or planned for promoting resource efficiency.

CONTRACT NO: 1490-13306

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carol Loper & Associates dba CIA USA P & C 9300 Wade Boulevard Suite 101 Frisco TX 75035	CONTACT NAME: Patty Starrett PHONE (A/C, No. Ext.): (214) 423-3120 E-MAIL ADDRESS: pstarrett@clausa.com		FAX (A/C, No.): (214) 423-2240
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Unificare LTD and Justice Benefits Inc. 2010 Valley View Lane Suite 300 Dallas TX 75234	INSURER A: Travelers Insurance Company		
	INSURER B: Evanston Insurance Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: CL1352301519

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PACP002D077343	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		PACP002D077343	6/1/2013	6/1/2014	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						CUP002D077785 All States including Virginia EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB2D077970	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made	X		E0852280 Retro: 12/28/2001	12/2/2012	12/28/2013	\$10,000 Retention \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Washington County, Oregon Contract RFP NO. 2013.045P

CERTIFICATE HOLDER

(312) 603-3179

Cook County Illinois
 Office of the Chief Procurement Officer
 118 North Clark Street
 Room 1018
 Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patty Starrett/STARRE

ACORD 25 (2010/05)

INS025 (201005) 01

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COMMENTS/REMARKS

Cook County Government is an additional insured

CONTRACT NO: 1490-13306

EXHIBIT 4

Cook County Board Authorization

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

N/A

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

N/A

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: N/A
Address: _____
City/State: _____ Zip _____
Phone: _____ Fax: _____
Email: _____

Certifying Agency: _____
Certification Expiration Date: _____
FEIN #: _____
Contact Person: _____
Contract #: _____

Participation: [] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
[] No [] Yes - Please attach explanation. Proposed Subcontractor: N/A

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

N/A

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

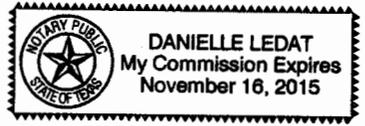
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) _____
Print Name _____
Firm Name _____
Date _____

Kimberly King
Signature (Prime Bidder/Proposer)
Kimberly King
Print Name
Justice Benefits, Inc.
Firm Name
12/23/13
Date

Subscribed and sworn before me
this ____ day of _____, 20____.
Notary Public _____
SEAL

Subscribed and sworn before me
this 23rd day of Dec, 2013.
Notary Public [Signature]
SEAL



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

JBI does not use any subcontractors or joint ventures to complete the IV-E program for Cook County

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

N/A

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
	N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No:

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [Original Statement or [] Amended Statement

Identifying Information:

Name Unifcare, Ltd D/B/A: _____ EIN NO.: 75-2795617

Street Address: 2010 Valley View Ln. Suite 300

City: Dallas State: TX Zip Code: 75234

Phone No.: _____

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[Other (describe) Ltd.

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
MATE Family Trust	2010 Valley View Ln Suite 300	99%
Justice Benefits	Dallas TX 75234	1%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

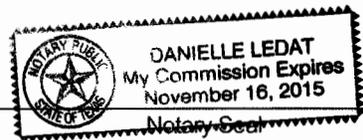
Kimberly King
 Name of Authorized Applicant/Holder Representative (please print or type)
Kimberly King
 Signature
king@justicebenefitsinc.com
 E-mail address

Senior VP Business Development
 Title
12/23/13
 Date
(972) 406-3772
 Phone Number

Subscribed to and sworn before me this 23rd day of Dec, 2013.

X [Signature]
 Notary Public Signature

My commission expires: 11-16-15





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

“*Calendar year*” means January 1 to December 31 of each year.

“*Doing business*” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

“*Familial relationship*” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

“*Person*” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person *doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Kimberly King Title: Senior VP Business Development
Business Entity Name: Justice Benefits Inc. Phone: (972) 406-3772
Business Entity Address: 2010 Valley View Ln. Suite 300 Dallas, TX 75234

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.	<u>N/A</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Kimberly King _____ Date 12/23/13
Owner/Employee's Signature Date

Subscribe and sworn before me this 28th Day of Dec, 2013

a Notary Public in and for Dallas County

[Signature]
(Signature)

NOTARY PUBLIC SEAL  My Commission expires 11-16-15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

**SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Justice Benefits, Inc.

BUSINESS ADDRESS: 2010 Valley View Ln. Suite 200, Dallas TX 75234

BUSINESS TELEPHONE: 800-835-2164 FAX NUMBER: (972) 406-3790

CONTACT PERSON: Kimberly King

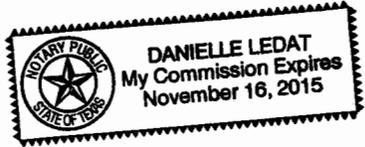
FEIN: 75-2795617 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: Kimberly King MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: *Kimberly King*

ATTEST: *[Signature]*

Subscribed and sworn to before me this
6th day of JANUARY, 2014



X *[Signature]*
Notary Public Signature

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

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**UNANIMOUS CONSENT IN LIEU OF ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
JUSTICE BENEFITS, INC. (the "CORPORATION")**

The undersigned, being all of the Directors of the Corporation, do hereby, pursuant to Sections 21.412 and 21.415 of the Texas Business Organizations Code, give their unanimous written consent to: (a) the waiving of the notice of a special meeting of the Board of Directors of the Corporation; and (b) the taking of the following actions. Accordingly, the following resolutions shall be, and they are hereby, ADOPTED by unanimous consent:

1. Approval of Officers' Report and Ratification.

The undersigned directors having received and approved the report of the officers, it is hereby RESOLVED that all such acts and decisions of the officers made in the best interests of the corporation since the last election of officers are hereby ratified, confirmed and approved in all respects.

2. Election of Officers.

It is hereby FURTHER RESOLVED, that the following persons be, and they are hereby, ELECTED to the offices of the Corporation until their successors shall be duly elected and qualified to serve, or until their respective earlier death, resignation, disqualification, or removal from office:

Chief Executive Officer: Donald E. Brewer
President/Treasurer/Asst. Secretary: C. Robin Liu
Executive Vice President/Asst. Treasurer/Secretary: Teresa M. Wolf
Executive Vice President/Asst. Treasurer/Asst. Secretary: Alexander N. Brewer
Senior Vice President – Business Development: Kimberly J. King
Senior Vice President – Governmental Affairs: Michael F. Moore
Senior Vice President – Financials: Amy E. Hoffmann
Senior Vice President – Federal Cost Reimbursement Unit: Jessica Patterson
Vice President – Human Resources: Mark Perkinson
Vice President – SCAAP Inmate Data: Catherine Solidon

3. Approvals and Authorization.

It is hereby FURTHER RESOLVED, that the officers of the Corporation (excluding officers-in-training) are authorized to: (a) sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all instruments and documents; and (b) take or cause to be taken any and all such action in the name and on behalf of the Corporation or otherwise (in such Officer's judgment), that shall be necessary, desirable, or appropriate in order to effect or reflect the purposes of the foregoing resolutions.

It is hereby FURTHER RESOLVED, that the officers of the Corporation are authorized to continue its banking relationships with Bank of America.

It is hereby FURTHER RESOLVED, that the following officers will have "unlimited" check-signing authority:

Donald E. Brewer
C. Robin Liu
Teresa M. Wolf
Alexander N. Brewer

It is hereby FURTHER RESOLVED, that the following officers will have check-signing authority up to a maximum limit of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for so long as they remain employed pending further action by the Board of Directors:

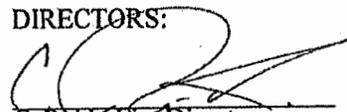
Kimberly J. King
Mark Perkinson
Michael F. Moore
Amy E. Hoffmann
Jessica Patterson
Catherine Solidon

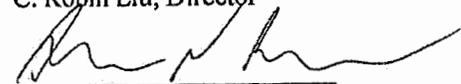
It is hereby FURTHER RESOLVED, that Gene F. Stevens shall continue as attorney and registered agent for the Corporation.

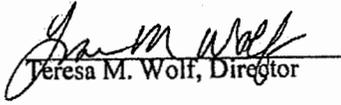
It is hereby FURTHER RESOLVED, that the officers of the Corporation are authorized to retain the firm of CliftonLarsonAllen LLP as the accountants for the Corporation.

EXECUTED as of the 5th day of January, 2013.

DIRECTORS:


C. Robin Liu, Director


Alexander N. Brewer, Director


Teresa M. Wolf, Director

2013 Signing Authorities Unificare LTD/Justice Benefits Inc.

- a. Client letters:**
 - i) President (or COO), Vice Presidents, Directors and Deputy Directors
 - ii) Profession Staff (with appropriate Director's approval)
 - iii) Regional Sales Managers.

- b. "Final" Documents such as claims or reports.**
 - i) President (or COO), Vice Presidents, Directors and Deputy Directors

- c. "100% Preset" Client Proposals and Contracts:**
 - i) President (or COO), Vice Presidents, Directors
 - ii) Regional Sales Managers

- d. "Custom" Client Proposals and Contracts:**
 - i) President (or COO) and Vice Presidents

- e. Office Leases:**
 - i) President (or COO), after SVP for Administration and Legal review.

- f. Equipment Leases:**
 - i) Sr. Vice President for Administration, after Legal review.

- g. Employee and Subcontractor Agreements:**
 - i) President (or COO), after Human Resources and Legal review.

- h. Checks:**
 - i) President (or COO) and Vice Presidents

Note: The person signing any of the above documents is responsible for the resultant action. If it is incorrect, the cost of the mistake may come out of the signing person's bonus structure.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF February, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1490-13306

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ N/A Revenue Generating Contract
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 19 2014

APPROVED AS TO FORM:

Not Required

COM _____

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)