

IN THE BOARD OF COMMISSIONERS FOR LANE COUNTY

ORDER AND RESOLUTION \_\_\_\_\_

98-1-14-11

IN THE MATTER OF DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE A CONTRACT WITH THE CENTER FOR FAMILY DEVELOPMENT TO PROVIDE FAMILY PRESERVATION COUNSELING TO DELINQUENT YOUTH.

WHEREAS, Lane County has accepted a grant award from the Edward Byrne Foundation to provide intensive services to violent offenders in the juvenile justice system, and;

WHEREAS, through a published bidding process the Center for Family Development has been selected as the agency to provide treatment services.

NOW, THEREFORE, it is hereby ordered that the County Administrator is delegated authority to execute a contract with Center for Family Development for the purposes stated in the violent offender grant proposal.

Dated this 14th day of January, 1998

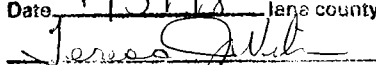
  
Chair, Lane County Board of Commissioners

**FILED**

JAN 21 1998

COUNTY CLERK  
BY 

APPROVED AS TO FORM

Date 1/5/98 Lane County  
  
OFFICE OF LEGAL COUNSEL

**LANE COUNTY  
PROFESSIONAL SERVICES CONTRACT**

THIS Contract is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and CENTER FOR FAMILY DEVELOPMENT, joint venture partners, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the services of individuals or other legal entities with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, now therefore, in consideration of the sum of \$92,004, to be paid to CONTRACTOR by COUNTY as billed monthly within thirty (30) days of the billing date, CONTRACTOR agrees to perform during the period of October 1, 1997 through September 30, 1998, family therapy based on a family preservation model as described in Attachment A, attached hereto and incorporated by reference herein. Contractor shall receive clients under this contract exclusively from Violent Offender Rehabilitation and Treatment (VORT) program of the Department of Youth Services (DYS). CONTRACTOR shall provide service to clients under this contract in a manner consistent with the DYS grant award from Oregon Department of State Police, a copy of which is attached to this contract as Attachment B, and incorporated by reference herein.

CONTRACTOR also agrees to meet the following performance measures:

1. Provide not less than two family contacts per week;
2. Provide not less than two therapist contacts per family per week;
3. Provide at least the minimum contacts in each family's natural environment;
4. In cooperation with VORT staff, develop policies and procedures for information sharing and joint decision making with VORT staff.
5. Collaborate with VORT staff in the design and implementation of each client treatment plan;
6. Provide monthly reports as described in Attachment C, attached hereto and incorporated by reference herein;
7. Provide 3,224 hours of service during the contract period;
8. Provide service to not less than 34 families during the contract period.
9. Attend weekly meetings for a treatment team consisting of VORT staff, therapists, and behavior support specialists.

10. Spend funds identified in Attachment D as "incentive funds" only as provided in each client's individual treatment plan.

In performing the above services, it is understood and agreed that:

1. The performance of this contract is at CONTRACTOR's sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.
2. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
3. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY.
4. The CONTRACTOR, its subcontractors, if any, and all employees working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers. The CONTRACTOR is also an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 676) and is solely liable for any Workers' Compensation coverage under this contract.
5. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue regulations.
6. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.
7. CONTRACTOR agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not

limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the CONTRACTOR'S performance of or failure to perform this contract.

8. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required." As evidence of the insurance coverages required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.
9. CONTRACTOR shall not cancel, materially change, or fail to renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.
10. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.
11. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:
12. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and

13.CONTRACTOR has not discriminated against minority, women, or small business enterprises in obtaining any required subcontracts.

14.CONTRACTOR shall have all licenses and permits necessary to perform the contract.

15.The COUNTY shall not be obligated to pay any amount greater than that stated above. Modifications or amendments to this contract shall be in writing and executed by both parties.

16.Either COUNTY or CONTRACTOR may terminate this contract by providing not less that thirty (30) days notice to the other party of intent to terminate the contract.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
William Van Vactor  
County Administrator

Center for Family Development

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Business Id. No. \_\_\_\_\_