

**AGREEMENT FOR AUTOMATIC COURT NOTIFICATION SERVICES BETWEEN
YAMHILL COUNTY DEPARTMENT OF COMMUNITY JUSTICE AND FIELDWARE, LLC.**

THIS AGREEMENT for services ("Agreement") is entered into by and between **Yamhill County**, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Department of Community Justice ("COUNTY") and **Fieldware, LLC**, an Illinois limited liability company, with its principal place of business located at 549 W. Randolph St, #701, Chicago, IL 60661 ("CONTRACTOR"), referred to individually as Party and collectively as Parties.

WHEREAS, the COUNTY desires to acquire services to support the business needs of the COUNTY to efficiently and effectively manage its parole and probation responsibilities, including the ability to provide an automatic notification system for criminal defendants of upcoming court dates, in accordance with the applicable laws of the State of Oregon for and on behalf of COUNTY; and

WHEREAS, CONTRACTOR provides an automatic notification system for criminal defendants of upcoming court dates and the COUNTY and CONTRACTOR now desire to enter into this Agreement for CONTRACTOR to provide these and related services to COUNTY in accordance with the terms herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein the Parties agree as follows:

1.0 Services: In consideration for the payments described in Section 2.0 hereof, unless sooner terminated, CONTRACTOR will provide COUNTY with the products and services described in the Statement of Work incorporated hereto as Exhibit A.

2.0 Compensation and Payment

2.1 The COUNTY shall make payments to CONTRACTOR for the services in the amount and at such times as are set forth herein. COUNTY shall pay invoices within thirty (30) days after an invoice has been received at the COUNTY and following review and approval by the authorized COUNTY representative.

2.2 Services listed as capped in Exhibit A are fixed fees. CONTRACTOR agrees to keep accurate records for all fees, including but not limited to fixed fees. These fees may not be changed without a valid written Change Request agreed to and signed by both parties.

3.0 Term. The Effective Date of this Agreement will be July 1, 2015 or upon the date of signatures by all Parties, whichever is later. This Agreement, unless terminated or renewed as elsewhere provided in the Agreement, shall terminate on June 30, 2016. The Agreement shall automatically renew each year for an additional year subject to the limits of COUNTY available funding. Should COUNTY not be able to obtain funding approval COUNTY will provide 30 days prior written notice before the termination date or the end of the then current term or this Agreement shall renew automatically for another year.

4.0 Records; Access to Records. CONTRACTOR shall retain, maintain and keep accessible all records relevant and pertinent to this Agreement. All such records shall be retained and kept accessible for at least seven (7) years following termination of this Agreement or final payment hereunder, or for any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later. CONTRACTOR shall maintain all financial records in accordance with generally accepted accounting principles. All other records shall be maintained to the extent necessary to clearly reflect actions taken. COUNTY's authorized representatives shall have the right to direct access to all such records related to this Agreement, at all reasonable times and places, for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. COUNTY shall reimburse CONTRACTOR for CONTRACTOR's reasonable cost of preparing such copies.

5.0 Ownership of Work. For purposes of this Agreement, "Work Product" means all services CONTRACTOR delivers or is required to delivery to COUNTY pursuant to this Agreement. "Contractor Intellectual Property" means any intellectual property owned by CONTRACTOR and developed independently from services.

COUNTY shall have no rights in any pre-existing Work Product of CONTRACTOR provided to COUNTY by CONTRACTOR in the performance of this Agreement except to copy, use and re-use any such Work Product for COUNTY use only. However, all Work Product created by CONTRACTOR as part of CONTRACTOR's performance of this Agreement shall be the exclusive property of the COUNTY. All Work Product authored by CONTRACTOR under this Agreement shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent COUNTY is not the owner of the intellectual property rights in such Work Product, CONTRACTOR hereby irrevocably assigns to COUNTY any and all of its rights, title and interest in such Work Product. Upon COUNTY's reasonable request, CONTRACTOR shall execute such further documents and instruments reasonably necessary to fully vest such rights in COUNTY. CONTRACTOR forever waives any and all rights related to such Work Product created under this Agreement, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, CONTRACTOR hereby grants to COUNTY an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on COUNTY's behalf. If this Agreement is terminated prior to completion, and the COUNTY is not in default, COUNTY, in addition to any other rights provided by this Agreement, may require the CONTRACTOR to transfer and deliver all partially completed Work Product, reports or documentation that the CONTRACTOR has specifically developed or acquired for the performance of this Agreement.

6.0 Indemnification. CONTRACTOR shall defend, save, indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, demands, costs and expenses of any nature whatsoever, including attorney fees or court costs, resulting from, arising out of or relating to the activities, negligence, wrongful acts or omissions of CONTRACTOR or its officers, employees, subcontractor or agents in connection with the performance of

services under this Agreement. CONTRACTOR shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither CONTRACTOR nor any attorney engaged by CONTRACTOR shall defend the claim in the name of COUNTY or any department of COUNTY, nor purport to act as legal representative of COUNTY or any of its departments, without first receiving from Yamhill County Counsel's office the authority to act as legal counsel for COUNTY, nor shall CONTRACTOR settle any claim on behalf of COUNTY without the approval of the Yamhill County Counsel's office. COUNTY may, at its election and expense, assume its own defense and settlement.

7.0 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, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, 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 Commercial General Liability and Commercial Automobile Liability shall (i) name the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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.

8.0 Force Majeure. Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

9.0 Confidential Information. The Parties acknowledge that in the course of performing its responsibilities under this Agreement, that each Party may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law, ORS Chapter 192. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of its employees, agents and representatives of its obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- a. is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- b. was known to the receiving party as of the time of its disclosure;
- c. is independently developed by the receiving party;
- d. is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or
- e. is required to be disclosed pursuant to statute, court order or other governmental authority, whereupon the receiving party shall provide notice to the disclosing party so as to allow the disclosing party to take appropriate steps to protect its interests.

10.0 Termination. If CONTRACTOR defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the sending of notice to the address on this Agreement that it is in default, COUNTY may, at its option, terminate the Agreement by delivering written notice to CONTRACTOR at the address in this document. All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon thirty (30) days' notice in writing, and delivered by certified mail. All or part of this Agreement may be terminated by the COUNTY at the COUNTY's convenience upon thirty (30) days' notice in writing and delivered by certified mail. Furthermore, if the Board of Commissioners of COUNTY reduces, changes, eliminates or

otherwise modifies the funding for any of the services identified, CONTRACTOR agrees to abide by any such decision, including termination of service. However any reduction in funding will similarly reduce the services rendered. The COUNTY may also terminate all or part of this Agreement for the following reasons:

- a. With ten (10) days' notice, if funding to the COUNTY from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of services. The COUNTY will give more notice whenever possible.
- b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the services are no longer allowable for purchase under this Agreement.
- c. Upon notice of denial, revocation or non-renewal of any licensee or certification required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.
- d. If CONTRACTOR fails to start services on the date agreed upon by the COUNTY and CONTRACTOR.
- e. Failure of CONTRACTOR or the COUNTY to comply with the provisions of this Agreement or all applicable federal, state and local laws and rules may be cause for termination of this Agreement. Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.
- f. Immediately in the event of an emergency or if it is deemed by the COUNTY in its reasonable discretion to be in the public interest.

COUNTY shall not be liable for anticipated profits based upon work or Services not yet performed as of the date of termination. If payments previously made to CONTRACTOR exceed the amount CONTRACTOR is entitled to receive pursuant to this Section, CONTRACTOR shall immediately repay COUNTY the difference.

11.0 Miscellaneous

11.1 Governing Law and Venue. All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon. The Parties hereby submit and consent to the exclusive jurisdiction of the Yamhill County Circuit Court and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in this court and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in this court.

11.2 Equitable Remedies. The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages may be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

11.3 Integration. This Agreement and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

11.4 Notices. Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor: Fieldware, LLC
ATTN: John Lynch
549 W. Randolph St
Chicago, IL 60661
Office: (312) 258-1000 *321
Cell: (312) 399-8911

Notice to COUNTY: Yamhill County
Department of Community Justice
Attn.: Ted Smietana
615 NE 6th Street
McMinnville, OR 97128
Office: (503) 434-7513

11.5 Successors in Interest; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, if any. Neither Party shall have the power to assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably conditioned, delayed or withheld.

11.6 Subcontractor. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement, nor assign or transfer any of its interest in this Agreement, without the prior written consent of the COUNTY.

11.7 Waiver and Amendments; Remedies. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless executed in writing signed by the authorized representatives of the Parties, which writing must refer to this Agreement. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given once signed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by the other party of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of either party to thereafter enforce each and every provision. A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.

11.8 Warranties. CONTRACTOR represents and warrants to COUNTY that: (a) CONTRACTOR has the power and authority to enter into and perform this Agreement; (b) this Agreement, 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 this Agreement shall be in a good and workmanlike manner and in accordance with professional standards applicable to the work.

11.9 Severability. If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect in order to best accomplish the original intent of the parties.

11.10 No Third Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

11.11 Cooperation with the Media. If CONTRACTOR is contacted by the media for information regarding services and/or clients served under this Agreement, CONTRACTOR shall notify the COUNTY (contact information provided in Section 11.4) who will determine and coordinate the appropriate response.

11.12 CONTRACTOR Responsibility for Taxes. Property, sales, and use taxes shall not be included in invoices submitted to the COUNTY pursuant to this Agreement.

11.13 Independent Contractor Status. CONTRACTOR is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for COUNTY under this Agreement. The COUNTY conducts open employment recruitment process when filling regular COUNTY positions. Any individual employed by CONTRACTOR and providing services to the COUNTY under this Agreement would be eligible to apply for any open recruitment at the COUNTY and accept a position if offered by the COUNTY, through the normal COUNTY employment recruitment process. The COUNTY will not hire anyone employed under this Agreement outside of its open recruitment process.

11.14 Integration and Merger. This written Agreement and the attached exhibits, all of which are incorporated herein by this reference, and any subsequent amendments executed in accordance with Section 16.7, as well as all exhibits constitute the entire Agreement between the parties and supersede any prior oral or written statements, discussions, or understanding between the parties.

11.15 Attachments. Exhibit A, Statement of Work is attached to and made part of this Agreement.

11.16 Further Documentation. The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

11.17 Survival. The terms of Sections 5 (Work Product), 6 (Indemnification), and 9 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

11.18 Civil Rights. CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI

as implemented by 45 CFR 80 and 84 which states, in part, that no qualified person shall on the basis of mental or physical disability, race, color, sex, religion, marital status, familial status, national origin, age, sexual orientation, gender identity, source of income or political affiliation be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program, services, activities, benefits or employment. CONTRACTOR shall not discriminate against minority-owned, women-owned or emerging small businesses. CONTRACTOR shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.

11.19 Compliance with Applicable Law; Incorporation of Statutory Provisions Required for Public Contracts. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of, connected with, or as a result of the violation. In addition, CONTRACTOR certifies it shall comply with all applicable public contract laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.

11.20 Attorney Fees and Costs. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

11.21 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 Agreement and shall have no right of access to any facility of COUNTY without the prior written 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, except to the extent that such loss, theft, disappearance or damage is caused by the sole negligence of the COUNTY.

11.22 Incorporation. The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

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

11.24 Restrictions on Hiring. No individual currently under juvenile or adult probation, parole or post-prison supervision may directly or indirectly perform services on any Department of Community Justice program. If CONTRACTOR currently employs a person under such supervision or is considering hiring an employee under supervision, CONTRACTOR may request an exemption from this restriction by

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contacting the COUNTY (contact information provided in Section 11.4).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

YAMHILL COUNTY
BOARD OF COMMISSIONERS:

Allen Springer
ALLEN SPRINGER, Chair
Date: 6-25-15

FIELDWARE, LLC

[Signature]
Print Name: John Lynch
Title: Marketing Partner
Date: 6/19/15

DEPARTMENT OF COMMUNITY JUSTICE

[Signature]
Date: 6-26-15

APPROVED AS TO FORM:

[Signature]
Christian Boenisch, County Counsel
Date: 6/22/15

Accepted by Yamhill County
Board of Commissioners on
6-25-15 by Board Order
15-204

EXHIBIT 1

STATEMENT OF WORK, COMPENSATION AND PAYMENT

I. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY an electronic communication system that notifies and reminds criminal defendants and pre/post-adjudicated offenders of forthcoming court appearances, mandatory financial obligations, fee and restitution collection and court contact information. Hereinafter these services will be referred to as the “automated notification system.”

A. Service Structure.

1. Referrals - Referrals to the automated notification system will be made by COUNTY.
2. Population Served - The target populations for automated notification services are cases involving criminal defendants under the jurisdiction of the COUNTY Circuit Court and/or cases involving pre- and post-adjudicated adult and juvenile offenders under the supervision of COUNTY Department of Community Justice.
3. Service Capacity - CONTRACTOR will provide as many notifications per year as needed and requested by COUNTY.

B. Description of Services.

1. CONTRACTOR will provide to COUNTY automated notification services using CONTRACTOR’S proprietary data system, OffenderLink™.
2. COUNTY will provide to CONTRACTOR a list of persons to be contacted including the specific event and the message type information.
3. CONTRACTOR will notify clients of their respective dates, times, and location of upcoming court appearances, court-mandated financial obligations, and provide court-contact information for client questions.
4. CONTRACTOR will repeat attempts to contact clients regarding notification until a successful contact is made or the maximum number of attempts desired by the County is reached. “Successful” notifications are defined as notifications where either an individual or a machine receives a complete iteration of the reminder message.
5. CONTRACTOR will initially provide services in English only, but will work cooperatively with COUNTY to provide services in other languages as needed and required by COUNTY in the future.
6. CONTRACTOR will provide COUNTY with the ability to remove cancelled events and notifications to wrong numbers from system.
7. CONTRACTOR will work collaboratively with COUNTY to maximize the number of successful client notifications.

8. CONTRACTOR will notify COUNTY within 24 hours of any technical disruptions that could impact County applications, and will provide remedy information. The remedy notification will, at a minimum, provide written information detailing the nature of disruption, impact to COUNTY applications, and estimated time to address/resolve disruption.

9. CONTRACTOR will work collaboratively with COUNTY to resolve technical or service issues that may occur.

10. CONTRACTOR will provide COUNTY with the ability to generate notification outcome reports including event and contact outcome information.

11. Pursuant to Standard Terms and Conditions Clause #5.0, Ownership of Work, the COUNTY agrees the work product resulting from the services procured through this Agreement to be the COUNTY's records, notification outcome reports and notification scripts. Any features, software development, or applications created by the CONTRACTOR to support the services provided to the COUNTY are solely and wholly owned by the CONTRACTOR.

C. Project Implementation Plan

Within 30-days of Agreement execution, COUNTY and CONTRACTOR will have mutually agreed on a project plan for court notification program implementation and a timeline for subsequent application and enhancement implementation.

D. Performance Objectives.

Performance under this Agreement will be monitored and evaluated by COUNTY DCJ staff in collaboration with CONTRACTOR. The performance objectives will be calculated on an annual basis.

CONTRACTOR will work to achieve, at a minimum the following performance objectives:

1. Annual notification success will be greater than 70% for attempted notifications.
2. Any additional performance objectives will be developed by mutual agreement of CONTRACTOR and COUNTY during the first six months of service.

E. System Collaboration / Coordination

CONTRACTOR will meet with designated COUNTY staff electronically, telephonically or in person, when necessary, as determined mutually by CONTRACTOR and COUNTY, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operation problems.

F. Contract Monitoring / Program Evaluation.

CONTRACTOR will cooperatively participate in COUNTY's efforts to monitor Agreement performance, which includes the following methods:

1. **Site Reviews:** COUNTY staff may schedule on-site visits to review agency compliance with the Agreement. Site visits are usually scheduled with CONTRACTOR, but may be conducted without notice.
2. **Evaluations/Program Performance:** Program performance may be evaluated through a variety of quality assurance and evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by COUNTY staff.
3. **Fiscal Compliance:** 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.

II. COMPENSATION

A. Maximum Payment

The maximum payment for the term of this Agreement covering the period July 1, 2015 to June 30, 2018, including expenses, is \$75,000.00.

B. Payment Basis

CONTRACTOR will be paid monthly on a fee-for-service basis based on the schedule below. CONTRACTOR uses progressive volume pricing, so 1,525 notifications are invoiced as 1,499 @ \$1.25 plus 26 @ \$1.10.

Notification Type	Number of Total Notifications Per Month			
	1 to 1,4999	1,500 to 4,999	5,000 to 8,499	> 8,500
Successful Notification Fee	\$1.50	\$1.10	\$1.05	\$1.00
Unsuccessful Notification Fee	\$0.25	\$0.25	\$0.25	\$0.25

For a court appointment OffenderLink® makes a notification both five (5) days and one (1) day prior to the appointment date if the data record has been sent at least six (6) days prior. Even though a criminal defendant is contacted twice, CONTRACTOR considers this to be a single event and the COUNTY is only assessed a fee for a single notification. Since CONTRACTOR invoices the COUNTY monthly, the exception to this rule is when the first call and second call are placed in different months.

C. CONTRACTOR Billing

1. CONTRACTOR shall submit an invoice within 30-days of satisfactory completion of the aforementioned service deliverables using a formatted invoice developed by CONTRACTOR that minimally contains the following information:

- a) Invoice must be billed to "Yamhill County";
- b) Contractor's name and address;

- c) The date(s) and description of service delivered;
- d) The unit cost of the service; and
- e) The total invoice amount.

2. Invoices will be sent to the following address:

Yamhill County Department of Community Justice
ATTN: Ted Smietana
615 NE 6th St.
McMinnville, OR 97128

3. COUNTY shall process invoices for a fully executed Agreement within 30-days after receipt, review and approval, provided that the work described in the invoice has been completed in accordance with the terms of the Agreement.

4. COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY's sole opinion to protect COUNTY from any loss, damage, or claim, which may result from CONTRACTOR's failure to perform in accordance with the terms of the Agreement or failure to make proper payment to suppliers or subcontractor.

D. Payment Expenses

This section is non-applicable for there are no other expenses other than those already referenced herein.

III. FEDERAL FUNDING REQUIREMENTS

This section is not applicable since there is no federal funding supporting contract services.