

AGREEMENT FOR SERVICES
Yamhill County Department of Community Justice
(Yamhill County and Helping Hands Reentry Outreach Centers)

THIS AGREEMENT ("Agreement") is made effective the last date set forth adjacent to the signatures of the parties below between Yamhill County, a political subdivision of the State of Oregon (referred to as "County" in this Agreement) and Helping Hands Re-Entry Outreach Centers, an Oregon nonprofit corporation, located at 1010 Third Avenue, Seaside, OR 97138 (referred to as "Contractor" in this Agreement) for performance of transitional services with the County.

- A. County has funds available to retain a qualified Contractor to provide program-based transitional housing and reentry program services, including but not limited to correctional housing, to County; and
- B. Contractor is a provider of program-based transitional housing and reentry program services for the homeless, with several locations in Newberg and McMinnville, OR and has the skills, experience, and proper insurance coverage to provide correctional housing to County; and
- C. County and Contractor desire to work together to have Contractor provide these services in Yamhill County and Contractor and County desire to enter into this Agreement for Contractor to perform the services described herein. NOW, THEREFORE,

AGREEMENT: In consideration of the mutual covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor hereby agree as follows:

1. **Scope of work.** The Contractor will perform those services identified in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Services"), to assist the County.
2. **Agreement performed at Contractor's expense.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Services. Contractor and County acknowledge and agree that Contractor may perform certain Services at County offices.
3. **Term and Renewal.** The Contractor will commence providing the Services as soon as reasonably practicable after this Agreement is approved by County. The initial term of this Agreement is from December 1, 2019 to June 30, 2020. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein unless modified in writing signed by both parties or terminated in accordance with Section 16 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.
4. **Compensation.** Contractor agrees to perform the Services as detailed in Exhibit A at a flat monthly rate of \$3,600.00 to secure up to 12 beds per month, with additional needed beds compensated at \$350.00 each. Contractor will be compensated at half the monthly per bed rate (\$175.00) for any additional County clients who leave the Program, as defined in Exhibit A, before the 7th day. Payment will be made on a monthly basis within 15 days of County's receipt of Contractor's invoice, pending review and approval by the County. For any additional beds above the 12 contracted, Contractor's invoice

will identify names of clients receiving Services and the name of the County Parole & Probation Officer who approved the placement.

5. **Incorporation of statutory provisions required for public contracts.** The 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.

6. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

7. **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. County will not withhold any state or federal income taxes from payments owed Contractor.
- b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include 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 any such benefits are otherwise required by law.
- 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 under ORS 656.403 et. seq.

8. **Insurance.** Contractor, at its own 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 \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- c. Professional Liability Insurance, including errors and omissions coverage, 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 \$1,000,000 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, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

9. **Confidentiality.** Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, including alcohol and drug abuse treatment records, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor 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 Contractor's 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 or in conformance with Exhibit A. 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.

10. **Rules and Regulations; Compliance with Laws.** County and Contractor shall comply with the rules and regulations of County, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to Contractor's performance of Services under this Agreement as they may be adopted, amended or repealed from time to time. The Contractor certifies, under penalty of perjury, that the Contractor is not in violation of any Oregon tax laws and further agrees that Contractor has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

11. **Status of the Project Supervisor.** Jessica Beach, Director of the Department of Community Justice shall be the project supervisor for County for this Agreement (the "Supervisor"). The Supervisor or her designee shall decide questions that arise in the execution of the Scope of Work.

12. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement, no contractor, subcontractor or any person acting on their behalf shall by reason of race,

religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work to which employment relates.

13. **Indemnification.** Contractor shall indemnify, defend and save harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, arising from the wrongful or negligent acts, errors or omissions of Contractor and those whom the Contractor is legally liable under this Agreement.

14. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. 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 County 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 Contractor 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 County to thereafter enforce each and every provision.

15. **Ownership of documents.** All documents prepared or furnished by Contractor or its subcontractors, pursuant to this Agreement are instruments of service. As such, County shall retain ownership and property interest in all associated documents subject to the Contractor's ability to make and retain copies of similar documents for information and reference. Any reuse by Contractor outside of the Scope of Work will require written authorization by the County. The County, in turn, agrees that any reuse by the County of any document prepared under this Agreement shall be at the County's own risk.

16. **Termination.** County or Contractor may terminate this Agreement, in whole or in part, by giving ten (10) days written notice, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Additionally, either party may terminate this Agreement without cause on thirty (30) days written notice to the other party. The parties further agree that upon termination the Contractor shall be paid for all its services and expenses incurred in the delivery of the Services up to the date of termination.

17. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

18. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service, or its successor, in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

19. **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 nonjudicial action.

20. **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 "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; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This provision shall survive any termination of this Agreement.

21. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

22. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

23. **Successors bound.** This Agreement may be assigned only with the written, mutual consent of the parties. If assigned, this Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

**HELPING HANDS REENTRY
OUTREACH CENTERS**

YAMHILL COUNTY, OREGON



ALAN EVANS, CEO/Executive Director

Date: 11/18/2019



RICK OLSON, Chair

Date: 11-26-18

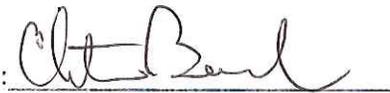
Federal Tax I.D. No.: 27-1158468
PO Box 413, Seaside, OR 97138



JESSICA BEACH, Director
Department of Community Justice

Date: 11/25/19

APPROVED AS TO FORM:

By: 

CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
11/26/19 by Board Order
19-465

Exhibit A - Scope of Work

Scope of Work: The Contractor will provide the following Services:

Purpose.

Helping Hands Reentry Outreach Centers serves the homeless of Clatsop, Lincoln, Tillamook, and Yamhill Counties, providing both emergency shelter and long-term, program-based transitional housing to assist community members experiencing homelessness in reentering society. Yamhill County, through its Dept of Community Justice is contracting with Contractor to continue to provide services to assist County clients who would otherwise be homeless in Yamhill County upon release.

Description of Services.

Helping Hands will provide a clean and sober living environment with support and accountability for clients to work toward regaining self-sufficiency and transitioning back into the community. In order to be members of the Helping Hands Reentry Program (the "Program"), all clients must remain clean and sober and actively participate in all Program components, including: frequent random drug and alcohol testing, mandatory weekly volunteer hours, daily and/or weekly house chores as assigned, and attendance at mandatory meetings and/or classes on-site as assigned by Contractor staff. Contractor staff can sign clients up for OHP health insurance, can help to connect clients to local programs and services as requested, and can help clients learn to navigate most challenges that arise in reentering society.

Clients' Program dues to be paid by the County include: bed space rental, basic utilities (electricity, water, sewer, garbage, house phone), limited staff supervision, basic house supplies (paper products, urinalysis supplies, cleaning supplies, etc.), and program administrative expenses.

Contractor is a referral-only organization, and will receive referrals from County by phone or email to Michael Pollock, Helping Hands' Yamhill County Operations Manager, or other designated staff person. Contractor will determine eligibility for Program enrollment based on information provided by the County and/or Contractor's prior experience with a client. Registered Sex Offenders of any class or those with provisions against contact with women or minors are not eligible for the Program or to receive other Services. Clients must continue to adhere to all programmatic requirements to remain eligible to participate in the Program or receive Services, and Program membership can be revoked at any time.

During enrollment or participation in the Program, Contractor will collect information from the client and from the County or its staff in order to provide the highest quality of Services to the client. All information deemed by Contractor staff to be relevant to the client's participation in the Program will be securely stored in the client's profile in the Contractor's database. The client's database profile and its complete contents remain the property of Contractor, and will be shared with the County, upon request, to the extent allowed by law.