



MULTNOMAH COUNTY OREGON  
**REQUEST FOR PROPOSALS**

**RFP No: 4000001533**

**RFP Title: Juvenile Services Division (JSD) Community Detention and Electronic Monitoring**

**Issue Date: May 10, 2013**

**Proposals Due: May 29, 2013  
Not Later Than 4:00 PM  
LATE PROPOSALS SHALL NOT BE  
CONSIDERED**

**Refer Questions to:**

Sherry Taylor, Procurement Analyst  
Phone: (503) 988-5111 Ext 22769  
Email: [sherry.n.taylor@multco.us](mailto:sherry.n.taylor@multco.us)

**Submit Proposals to:**

Multnomah County Purchasing  
501 SE Hawthorne Blvd, Suite 400  
Portland, OR 97214

**Pre-Proposal Conference:**

**There will be a pre-proposal conference for this Solicitation from 9:00 to 11:00am on May 16, 2013 at the Multnomah Building, 501 SE Hawthorne Blvd., Room 315.  
Attendance is: Optional**

This RFP is issued under the provisions of the Oregon Revised Statutes Chapters 279A and 279B Multnomah County PUR 1 public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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## PART 1 – PROCEDURAL INFORMATION

### 1.0 RFP ORGANIZATION

This RFP is organized into five parts:

**Part 1, Procedural Information:** Provides an overview of the procurement process and conditions.

**Part 2, Service Description, Funding, and Contracting Information:** Provides a general description of the services to be performed delineates responsibilities, defines deliverables (as applicable), funding and contracting terms.

**Part 3, Proposal Questions and Evaluation Criteria:** Describes questions to be answered and how proposals will be evaluated by the County.

**Part 4, Proposal Submission Instructions:** Describes the required format, instructions for submitting proposals, and minimum requirements.

**Part 5, Attachments and Electronic References:** Provides additional information and forms necessary to complete the proposal submission.

### 1.1 PROCUREMENT TIMETABLE

<i>Activity</i>	<i>Section</i>	<i>Scheduled Date/Time</i>
<i>Date Issued</i>	<i>Cover</i>	<i>May 10, 2013</i>
<i>Optional Pre-proposal conference</i>	<i>1.2</i>	<i>May 16, 2013</i>
<i>Questions or protests of specifications due to Purchasing in writing</i>	<i>1.3.1</i>	<i>May 19, 2013</i>
<i>Purchasing response to written questions</i>	<i>1.3.1</i>	<i>May 24, 2013</i>
<i>Proposal submittal deadline</i>	<i>Cover</i>	<i>May 29, 2013</i>
<i>Proposal evaluation period</i>		<i>May 31 — June 5, 2013</i>
<i>Provider selection</i>		<i>June 6, 2013</i>
<i>Contract start date</i>		<i>July 1, 2013</i>

**Multnomah County reserves the right to deviate from this schedule.**

### 1.2 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held as directed on the cover page. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. Attendance at the pre-proposal conference is strongly recommended.

### 1.3 PROTESTS

#### 1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions in writing to the County Procurement Analyst listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the County's assigned Procurement Analyst listed on the cover page of this RFP. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The purpose of this deadline is to allow the County time to correct any term or condition in this RFP and/or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or minimize much of the waste

inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the terms of this RFP and contract, and a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the Notice of Open Solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website <http://web.multco.us/purchasing/bids-proposal-opportunities>. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. Purchasing shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or to those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

### 1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFP NO. 4000001533  
ATTN: Purchasing Manager  
Multnomah County Purchasing  
501 SE Hawthorne Blvd Suite 400  
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the judgment of evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

### 1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

### 1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for

clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

### **1.6 REJECTION OF PROPOSALS**

Multnomah County reserves all rights regarding this solicitation, including but not limited to the right to:

1. Cancel this solicitation at any time and not award a contract;
2. Award a contract in part;
3. Reject any and all proposals in whole or in part; and
4. To waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

### **1.7 COST OF PREPARATION OF RESPONSE**

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

### **1.8 CONFIDENTIALITY**

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL", the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence, and upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

### **1.9 REFERENCES**

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by Multnomah County.

### **1.10 PUBLICITY**

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of Multnomah County Purchasing and the Public Affairs Office.

### **1.11 CANCELLATION**

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

**1.12 DISPUTES**

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties.

**1.13 COLLUSION**

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

**1.14 LOCAL PURCHASING PREFERENCE**

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

**1.15 SUSTAINABLE PURCHASING**

In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFP responses.

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Waste management and reduction plans;
5. Alternative fuels and transportation plans;
6. Sustainable purchasing;
7. Supplier diversity;
8. Fair trade and labor policies; and
9. Community engagement and support for underserved populations.

**1.16 EEO CERTIFICATION REQUIREMENT**

Contracts in excess of \$75,000 which originate from this RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, as outlined in PCRB 60-0040 and the sample Multnomah County contract attached to this RFP. Contractors must self certify compliance with EEO requirements at the time of contracting.

**1.17 INVOICES**

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date;
4. Multnomah County contract number; and,
5. Any additional information required in Exhibit 1 of the finalized contract.

**1.18 PAYMENT**

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via ePayables.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.



## **PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION**

### **2.0 PURPOSE AND OVERVIEW**

The Multnomah County Department of Community Justice (DCJ), Juvenile Services Division (JSD) is seeking Proposers from whom it may purchase corrections-oriented community monitoring, tracking, and case management services for juveniles under the supervision of JSD.

The JSD Community Detention and Electronic Monitoring (CDEM) Program permits some at-risk youth who would otherwise be placed into detention to remain in the community under the supervision of juvenile detention monitors. The program is an important alternative for at-risk youth awaiting court hearings.

CDEM is a central component of Multnomah County's Detention Reform Initiative. The program gives at-risk youth greater opportunity to demonstrate accountability and responsibility than they would have in detention. Additionally, youth can still remain involved in the community and access community services.

The Juvenile Court establishes the conditions under which each juvenile will remain in the community. Under continuous supervision, the juveniles can continue with school or work and maintain their community ties, support systems, or alternative care. Remaining in the community increases the chances for at-risk youth to successfully adjust and become productive members of society.

Juveniles in the CDEM Program are monitored via Global Positioning Satellite (GPS), 24 hours a day, seven days a week. In addition, detention monitors are specially trained to detect violations of condition of releases or threats to public safety. Monitors conduct random field visits and evaluate any changes in the juvenile's living situation within the community and file reports with Juvenile Court. To ensure community safety, any activity that places the public at risk may result in the youth's removal from the program and placement into detention.

Through on-going contact with the youth and their community support system, detention monitors ensure that juveniles are able to return to court for the adjudication process. The assurance of a timely hearing of the youth's case improves the effectiveness of the Juvenile Justice System and its impact on the youth.

### **2.1 INTRODUCTION AND PROGRAM HISTORY**

The County's Juvenile Services Division (JSD) of DCJ is the criminal justice agency responsible for working with and/or providing services to delinquent youth who have committed criminal acts in Multnomah County. To effectively deal with criminal behavior and promote pro-social conduct, JSD has developed a continuum of services and sanctions that are geared toward enhancing community safety, reducing criminal activity, holding youth accountable and assisting youth to develop skills necessary for success.

The JSD Community Detention and Electronic Monitoring (CDEM) Program permits at-risk youth who would otherwise be placed into detention to remain in the community under the supervision of juvenile detention monitors and GPS tracking devices.

CDEM was established in 1995 with funding from the Anne E. Casey Foundation as a central component of Multnomah County's Detention Reform Initiative as an important alternative for at-risk youth awaiting court hearings.

CDEM gives at-risk youth greater opportunity to demonstrate accountability and responsibility than they would have in detention. Additionally, youth can still remain involved in the community and access community services.

Through ongoing contact with the youth and their community support system, detention monitors ensure that juveniles are able to return to court for the adjudication process. The assurance of timely hearing of the youth's case improves the effectiveness of the Juvenile Justice System and its impact on the youth.

## 2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

DCJ has been at the forefront of developing programs and services to strengthen and improve community safety as well as working to reduce recidivism and re-offense rates through the various programs and services provided to both adult offenders and youth. To emphasize this commitment, DCJ developed a five-year strategic plan that establishes five critical goals toward achieving a stronger, more responsive and effective department. These include the following:

- Behavior change – Working with adult offenders and youths to reduce delinquent and criminal behavior
- Accountability – Holding adult offenders and youths accountable for their actions
- Resource Management – Directing our resources to deliver cost effective services
- System Change – Using advocacy and innovation to guide our work with stakeholders to improve community safety and assure a fair and just system
- Commitment to Victims and Community – Respecting and addressing victims' rights and needs and restoring the community

By remaining in the community, youth in the CDEM program are able to access community services while also demonstrating accountability and responsibility. This supports the department's key strategies of client accountability, behavioral and system change.

## 2.3 TARGET POPULATION SERVED

The target population served through these services is male and female youth in Multnomah County up to the age of 19 years who are placed on CDEM pending adjudication, disposition, post adjudication sanction, or as an enhancement to supervision for those already on probation. Population may include youth in out-of-home placement.

Youth on CDEM may have one or more of the following characteristics:

- Gang affected/involved
- Anti-social peers
- Anti-social attitudes
- Anti-social behaviors
- Lack of leisure and/or recreation activities
- Lack of education/employment
- Substance abuse issues
- Mental health issues
- Low motivation
- Multiple program failure
- Multiple system involvement
- Lack of family support

Families of youth on CDEM may have one or more of the following characteristics:

- Family history of anti-social behavior
- Family stress
- Family and/or marital dysfunction
- Presence of anti-social personality, cognition and companions
- Substance abuse and untreated mental health issues
- Poor or non-existent school and/or work involvement
- Lack of leisure and/or recreation activities
- Absence of moral/authoritative voice
- Long histories of system involvement
- Family members involved in various service/justice systems
- Feelings of discouragement, blame and hopelessness

The target population may live in high risk homes and in high risk neighborhoods. High risk homes are homes where youth have gun charges, high level drug dealing charges or are located in high risk neighborhoods. High risk neighborhoods consist of a location, apartment complex or street with a history of known/reported safety issues.

## 2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Not applicable.

## 2.5 FUNDING

The Department of Community Justice has \$525,000 per year available for these services.

## 2.6 MATCH REQUIREMENTS

Match Requirements are not part of this solicitation.

## 2.7 SCOPE OF SERVICES

### 2.7.1 Glossary of Terms

The following terms and acronyms are described as follows:

**Department of Community Justice (DCJ)** – The criminal justice agency in Multnomah County comprised of the Adult Services Division and the Juvenile Services Division.

**Enhanced Supervision** – An elevated oversight condition imposed on a youth by his/her assigned Juvenile Court Counselor (JCC) with the intent to increase a youth's accountability and success with school, home rules, etc.

**Juvenile Services Division (JSD)** – Responsible for providing supervision, counseling, treatment and services to youth and families involved in the juvenile justice system. JSD also operates and staffs a secure detention facility (Donald E. Long Home) housing youth from Multnomah, Clackamas and Washington counties.

**Juvenile Court Counselor (JCC)** – DCJ employee who supervises youth in the community at both the pre- and post-adjudication stage and are the equivalent of an adult probation officer. The JCC is responsible for assessing delinquent behavior, planning for and requesting services that support, deal with and/or remediate youth behavior in an effort to reduce criminal activity and promote pro-social behavior. The JCC refers youth under Enhanced Supervision to the CDEM program.

**Judicial Officer** – An officer of the court who refers pre-adjudicated youth and post-adjudicated youth with new sanctions to the CDEM program.

**Measure 11** – Ballot Measure 11 youth are cases which the Multnomah County District Attorney has filed on to be tried under the determinate sentencing guidelines which are outlined in the state constitution. These cases are directly related to 24 different crimes, which are outlined in criminal code ORS 137.700 and pertain to youth ranging in age from 15 to 17 years.

**Placement Coordinator** – JSD representative who coordinates the planning and placements for pre-trial youth and presents the Department's recommendations during preliminary hearing.

**Preliminary Hearing** – A hearing held within 36 hours, or on the next judicial day, of when a youth who has been taken into custody and either held or released and summoned to return to Court. The hearing can also be the result of a petition being filed on a law violation or a probation violation. The primary function of the hearing is to make a probable cause finding and determine whether a youth will be held in secure custody or in shelter/foster care or if they will be released with or without conditions pending their next hearing. The court will make written findings at the hearing that describe why it is in the best interests of the youth to be placed in detention, and that one or more of the following circumstances are present: 1) No means less restrictive of the youth's liberty gives reasonable assurance that the youth

will attend the adjudicative hearing; or 2) The youth's behavior endangers the physical welfare of the youth or another person, or endangers the community.

**Post-Adjudicated Youth** – A youth who has been found guilty of committing a delinquent act by a court of law. Post-adjudicated youth are generally on probation and supervised by a JCC, or, in the case of a Measure 11 offense, by an adult probation officer.

**Pre-Adjudicated Youth** – Youth who are in the process of going through the formal court process but adjudication is not complete. Pre-adjudicated youth do not include youth who are being handled informally by DCJ/JSD.

**Pre-Trial Youth** – A youth who has been charged with a crime in the adult system, e.g. under Measure 11, who is awaiting formal resolution of the pending criminal charges.

**Risk Assessment Instrument\_(RAI)** – An instrument designed to assess a youth's risk of failing to appear for their court hearing and/or of re-offending pending their hearing.

### **2.7.2 Orientation**

Contractor will provide an orientation to all youth and the parent(s) or guardian(s) of the youth receiving these services. The orientation will include a thorough explanation of all rules and expectations, which will minimally include the expectation of active participation in services and cooperation with rules, and the criteria for completion or discharge.

### **2.7.3 CDEM Operations Manual**

Contractor will provide services in accordance with the Community Detention Electronic Monitoring (CDEM) Program Operations Manual and the JSD Community Detention and Electronic Monitoring Policy and Procedure. These are included in this RFP as Attachment # 4.

### **2.7.4 Monitoring and Tracking Services**

Contractor will deliver monitoring and tracking services on a scheduled and non-scheduled basis in the form of personal, telephone, computer, site visit and collateral contact with parents/guardians, schools, work, and others as appropriate based on the court order as suggested by the youth's behavior while on CDEM status, between the hours of 8 a.m. and 10 p.m., seven days per week.

### **2.7.5 Safety Plans and Conditions of Release**

Contractor will monitor safety plans and conditions of release while the youth is under the supervision of CDEM Program, including Electronic Monitoring and House Arrest.

### **2.7.6 Electronic Monitoring (EM)**

Contractor will install the Wearable Miniature Tracking Device (WMTD) for youth enrolled in the EM component. The WMTD is a one-piece tracking system that utilizes GPS technology to track client locations 24 hours a day, seven days a week. Contractor will store and maintain an inventory of uninstalled electronic monitoring equipment, report malfunctioning equipment, and package and send such equipment to the electronic monitoring service provider.

### **2.7.6 Documentation**

Contractor will document all contacts with youth/parent(s)/guardian(s) and all collateral contacts regarding the youth, as well as all actions taken and decisions pertaining to the youth in the program. Documentation will be maintained in contractor's database. All information will be entered into the database before the end of the workday. Telephone calls from the youth after 7 p.m. may be entered into the database on the following day. Written reports on youth will be submitted upon completion of the program or as requested by DCJ.

Examples of information that will be entered into a youth's file will include, but are not limited to:

- Reason for placement on the program as follows:
  - RAI score,
  - Judicial or Administrative over-ride,
  - Allegation(s)
- Referral source as follows:
  - Preliminary hearing referral,
  - Intake referral (pending a preliminary hearing),
  - Court or Counselor Referral of post-adjudicated youth.
- Court orders.
- Contacts by monitors, including:
  - Face-to-face visits,
  - Attempts to contact.
- GPS violations.
- Information gathered in the field, including:
  - Observations from home visits,
  - Drug and alcohol issues,
  - Abuse and violence issues,
  - School issues,
  - Collateral contacts.
- Telephone calls, including:
  - To and from youth and/or family,
  - Collateral contacts.
- Violations, including:
  - Additional law violations,
  - Curfew violations,
  - Violations of rules and expectations,
  - Violations of court orders.
- Sanctions pertaining to CDEM, including:
  - Verbal warnings,
  - Written letters of warning,
  - Internal review outcomes.
- Judicial review outcomes.
- All meetings regarding youth.
- Information pertaining to any action and/or follow-up taken involving a youth.
- All information pertaining to EM and GPS.
- Notification to youth and/or parents/guardians of youth's court dates.

- Progress notes to include a weekly summary of youth's progress and status and rationale for decreasing, increasing or remaining on the same level of supervision and, if appropriate, recommendations regarding what the youth should focus on for the next seven days.
- Weekly school attendance reports for youth who are in school.

### **2.7.7 Bilingual Services**

Contractor will assure that bilingual services are available for Spanish-speaking youth and will work with County and others to provide alternative bilingual services for youth who have other language needs. One staff person must be bilingual in Spanish and English. Contractor must have the capacity to serve other populations, including hearing impaired. All services of contractor will be delivered with sensitivity to the diversity of the youth and their families.

### **2.7.8 Service Coordination**

Contractor and DCJ will meet regularly to coordinate all services, reporting, recommendations, and concerns and to review contact logs, documentation, placements and other issues.

Contractor will designate a lead community detention staff member to serve as a primary contact for DCJ for coordination of contractor's CDEM services.

Contractor will work in close collaboration with custody staff, juvenile court counselors, judiciary, district attorney and indigent defense firms, as well as other DCJ staff in the operation of this program.

Contractor will participate in client staffings with the placement coordinator and/or a designated DCJ Manager and will be available to DCJ staff and provide ongoing collaboration with all DCJ system stakeholders on a weekly basis through a combination of meetings, telephone contacts, e-mail and periodic written reports.

### **2.7.9 Program Capacity and Duration**

Contractor will maintain sufficient staff to supervise approximately 40 youth (both pre- and post-adjudicated) placed on CDEM at the service levels described in the Operations Manual.

If capacity has not been reached for pre-adjudicated youth, post-adjudicated youth may be referred to the CDEM Program by Juvenile Court Counselors with approval by the DCJ Placement Coordinator and/or the Community Justice Manager of Custody Services Intake.

Length of stay for pre-adjudicated youth will be 30 days. "Length of stay" is defined as the number of days a youth is supervised by DCJ under the CDEM Program. Extensions beyond 30 days must be approved by a judicial official. Early release from the pre-adjudicated program and/or enrollments of less than 30 days must also be approved by a judicial official. At the end of the 30-day period, contractor will recommend youth's continuation or discharge from the program. A judicial official must approve or disapprove each recommendation.

Length of stay for youth referred for post-adjudicated sanctions is at the discretion of a judicial official. Length of stay for youth in the program for a pre-adjudicated Ballot Measure 11 offense pending in adult criminal court will be based on the adult court's Release Hearing or Sentence Hearing. Length of stay for youth in the program for a post-adjudicated Ballot Measure 11 case is at the discretion of a judicial official. Length of stay for youth already on probation who are referred to CDEM as an enhancement to supervision is two weeks.

### **2.7.10 Program Placement**

The recommendation to place a pre-adjudicated youth on CDEM will be communicated to DCJ's Placement Coordinator prior to the pre-trial placement planning meeting in which all stakeholders (i.e. youth, defense attorney, District Attorney, Oregon Youth Authority, Department of Human Service, Juvenile Court Counselor, housing contractor and Placement Coordinator) will meet to develop a viable placement plan prior to the youth's preliminary hearing. The contractor will participate in the daily pre-trial placement planning meeting.

### **2.7.11 Program Eligibility and Referrals**

Pre-adjudicated youth and post-adjudicated sanctions youth are mandated to the program by the court. Enhancement to supervision youth are referred by Juvenile Court Counselors.

Contractor shall not refuse referrals to any youth. DCJ will make reasonable efforts to promote program staff safety by thoroughly assessing safety risks before recommending placement in the program and communicating all known safety concerns to the contractor at the time of referral. DCJ will take any safety concerns expressed by the contractor into consideration before making a recommendation to the judicial officer or placing a probation youth on enhanced supervision.

### **2.7.12 Resource Coordination**

Contractor agrees to cooperate with and participate in County's intake/resource coordination efforts and pre-trial placement planning processes that include the following:

- Provision of routine information related to availability of services, and
- Participation in coordinated efforts to match youth to the most appropriate level of service delivery.

### **2.7.13 Reporting to Court**

Contractor will report on youth compliance with program rules or court orders to officials of the Juvenile Court. Youth who are in compliance may be moved to a lower level of supervision. Youth in violation may be moved to a higher level of supervision, or may have an Internal Review or Judicial Review Hearing as described in the Operations Manual.

### **2.7.14 DCJ-Supplied Space, Equipment and Supplies**

DCJ will provide at least two offices, four shared workstations, including cubicles, phones, limited supplies and computers, to be utilized by contractor staff for this program. Contractor may schedule use of County's meeting rooms for meetings, training, and other activities associated with this program.

### **2.7.15 Contractor Staff Orientation and Training**

DCJ and contractor will work together to plan and provide an effective orientation and training for contractor's CDEM Program staff. Orientation topics may include an overview of the juvenile justice system, mandatory reporting, detention admission criteria, GPS, County's RAI instrument, community detention standards and types of contacts. Culturally specific, racial and gender-based programming, as well as electronic monitor/GPS set-up and procedures will be included. In addition, contractor staff will provide training and orientation for county staff and stakeholders on the CDEM Program as requested.

### **2.7.16 General Administrative Requirements, Expectations and Compliance**

**Criminal History Checks** - The contract agency shall ensure that before any person provides contracted services, the person has passed a criminal history check based on the contract agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0060 as amended from time to time.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contract with youth clients who are receiving services under the contract.

Criminal history check should also comply with the provisions set forth by the State of Oregon DHS, Criminal History Checks for DHS Employees, Volunteers and Contractors (OAR 407-007-0200 to 407-007-380).

All criminal history information on employees having direct contract with youth will be maintained and kept up-to-date in the contract agency's files for monitoring and audit purposes.

**Mandatory Reporting** - The contract agency shall ensure that the contract agency's staff are aware that they are mandatory reporters under Oregon Law ORS 419B.005 through ORS 419B.050

The contract agency's employees and staff must immediately inform either the local office of the Department of Human Services or a law enforcement agency when they have reasonable cause to believe that any child with whom the contract agency comes in contact has suffered abuse, or that any person with whom the contract agency comes in contact has abused a child. Oregon Law recognizes child abuse to include, but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling. See ORS 419B.005

Reports must be made immediately upon awareness of the incident. The contract agency is to contact DCJ staff as well to inform them of the incident.

**Options for Monitoring Contract Compliance** - The contract with DCJ will be monitored for compliance through a number of means, including:

- Site Reviews: DCJ staff may schedule on-site visits to review agency compliance with the contract. Site visits are usually scheduled with the contract agency, but may be conducted without notice.
- Technical Assistance: DCJ staff may offer training and/or assist programs with design of the services.
- Evaluation/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 DCJ staff.

## **2.8 FISCAL REQUIREMENTS AND REPORTING**

It is the expectation that the contract agency will follow generally accepted account principles (GAAP) for financial accounting, reporting and audit purposes. The types of financial reporting needed by the contract agency will be negotiated at the time of contract award.

## **2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING**

Service operations will be monitored and evaluated by DCJ Quality Systems and Evaluation Services staff. Performance measures are subject to revisions.

1. Of the youth who are scheduled for hearing(s) while assigned to CDEM, 95% of these youth will appear at the scheduled hearing(s).
2. 90% of youth enrolled in the CDEM program will not receive a criminal referral while in the program.
3. 85% of CDEM youth will successfully exit the program.
4. Performance measures will be calculated twice for each fiscal year. The first report will be submitted for youth who participated (and completed or terminated) from July 1 through December 31; the second for January 1 through June 30. The reporting of these performance measures will be due one month following each six-month period (July 31 and January 31).
5. Contractor staff will be responsible for reporting these Performance Measures to DCJ Contract Unit staff. Contractor staff will also be responsible for getting needed data (Excel spreadsheets of youth participating in CDEM in each six-month period) to DCJ Quality Systems and Evaluation Services unit that will then calculate the re-offend and failure to appear rate.

## **2.10 CONTRACT NEGOTIATION**

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.



## 2.11 CONTRACT AWARD

Through this RFP process, the County is seeking to award one contract. Award, as determined by the County, will be made to the responsible Proposer whose Proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP.

## 2.12 CONTRACT TERM

The contract awarded from this solicitation will be "fixed term", which means the contract term will be five years in length. The anticipated contract term is expected to be July 1, 2013 - June 30, 2018.

## 2.13 COMPENSATION AND METHOD OF PAYMENT

After the contract is awarded, the selected vendor shall propose which of the following three pricing structures meets their needs. This is subject to negotiation.

- The **Cost Reimbursement** pricing structure reflects a purchase arrangement in which the County pays the provider for budgeted agreed-upon costs that are incurred in the delivery of services specified in the contract, up to a stated maximum obligation.
- In **Unit Rate** (also known as Fee for Services), pricing is based on the delivery of a defined unit of services.
- In a **Fixed Price** structure, one price is paid for the entire program. This is a flat rate paid on a monthly basis.

## 2.14 COOPERATIVE PURCHASING

Not applicable.

## 2.15 INSURANCE REQUIREMENTS

Exhibit 2 of the attached Sample Contract reflects the minimum insurance required of a Contractor to provide this service. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Contractor. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution. The minimum requirements (as reflected on Exhibit 2) contained in this procurement are as follows.

:

Type of Insurance	Amount	Per Occurrence	Aggregate
Professional Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Gen Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000	\$2,000,000
*Sex Abuse/Molestation Liability	\$1,000,000	\$1,000,000	\$2,000,000
Workers Compensation	\$500,000	\$500,000	\$500,000

*\*NOTE to vendors: This coverage may be required.*

## PART 3 – PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

### 3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

#### EVALUATION PROCESS FOR WRITTEN RESPONSE

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. If Multnomah County does not elect to have an oral evaluation, the award will be made to the highest scoring proposal based on the written proposals.

### 3.1 PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete the questions under Section 3.2. Proposers failing to achieve 70% of the total points will not be considered further for an award under this procurement.

**Example:** Proposer A submits a proposal and receives the following Section 3.5 scores from the three evaluators:

Rater A: 148 Points  
 Rater B: 152 Points  
 Rater C: 130 Points  
 Total Points: **430** Points  
 (Minimum necessary: 200 possible points x 3 evaluators x 70% = **420** Points)

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 430 exceeds the minimum number of points required to qualify, 420.

If the total points earned had been less than 420 points, then Proposer A would not have been considered further for an award under this RFP.

**Failure to comply with these instructions may result in the rejection of the proposal.**

### 3.2 PROPOSAL QUESTIONS

Proposer will respond to all the questions or requests for information in this section. The proposal response questions are broken down into three categories that will assist the RFP evaluators in rating the overall quality, competency and ability of the Proposer to provide the requested services. The Proposer must achieve a minimum score of 140 points or 70% of the total points awarded to be considered for a contract award.

SECTION	PROPOSAL RESPONSES AND QUESTIONS	POINTS POSSIBLE
<b>3.2.1</b>	<b>Company Profile</b>	<b>30 Points</b>
<b>3.2.2</b>	<b>Staff Qualification and Training</b>	<b>20 Points</b>
<b>3.2.3</b>	<b>Program Services, Service Delivery, and Metrics</b>	<b>100 Points</b>
<b>3.2.4</b>	<b>Responsible Business Practices</b>	<b>50 Points</b>
3.2.4.1	General Sustainability Practices	(20 of 50)
3.2.4.2	Social Equity, Workforce Diversity, and Business Practices	(20 of 50)
3.2.4.3	Employee Healthcare and Other Benefits	(10 of 50)
<b>TOTAL POINTS POSSIBLE</b>		<b>200 Points</b>

Please respond to the following questions:

### 3.2.1 COMPANY PROFILE

**30 POINTS**

1. Describe how long your agency/organization has been delivering monitoring, tracking, case management services and skill building.
2. Describe your agency/organization's experience in providing these services to the target populations described in this RFP, especially high risk youth who exhibit delinquent attitudes and anti-social behaviors.
3. Describe any contracts your agency/organization has had with any organization(s) 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 measures that had to be taken, if applicable, to comply with those contracts.
4. 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 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.

#### *Evaluation Criteria*

##### *The Proposer:*

- *Describes a strong history of providing these services to a juvenile justice system or working with high-risk youth who exhibit delinquent attitudes and anti-social behaviors.*
- *For Proposers currently contracting with other organizations, Proposer describes a comprehensive program that sufficiently meets the department's needs and demonstrates capability and competence in providing the services proposed. Proposer demonstrates their experience and ability to effectively transfer youth supervision and placement between partner agencies.*
- *For new Proposers who have not previously provided these services, Proposer describes a credible plan and timeline that would be fully functional and capable of delivering these services at the time of contract execution.*
- *When applicable, any/all corrective measures have been thoroughly addressed and remedied to re-establish compliance to the existing service contracts.*

### 3.2.2 STAFF QUALIFICATION AND TRAINING

**20 POINTS**

1. Describe the duties and qualifications (e.g., education, training, experience) of key staff positions that will be directly involved with the delivery of these services.
2. Describe the administrative management 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 would use to effectively deliver these services.
3. Describe how staff are supervised to ensure competency and appropriate delivery of services is being performed. Include in your description how staff problems are resolved and corrective action taken. Describe any training provided to staff to strengthen skills and personal development.

### Evaluation Criteria

#### *The Proposer:*

- *Proposer describes staff qualifications, experience, required skills, duties, education, training and experience which show staff have all the necessary and essential qualification to perform the tasks of the position and deliver services effectively.*
- *Demonstrates an administrative and management structure necessary to operate an effective program by describing measures that develop and maintain a strong communication flow between management and staff and provides guidance, direction and oversight that contributes to effective and efficient delivery of service.*
- *Describes the policies and procedures in place that support the provision of high-quality services which in turn support the goals and values of the system.*
- *Describes a supervision policy and practice that ensures personnel quality standards and provides reasonable mechanisms for addressing and correcting staff issues.*
- *Describes the qualitative value of well-trained staff and describes how, what type and the frequency of training that will be implemented.*

### **3.2.3 PROGRAM SERVICES, SERVICE DELIVERY, AND METRICS**

**100**

#### **Points**

1. Explain how your agency proposes to deliver the services described in this solicitation. Include any research or evaluation of the effectiveness of the proposed services.
2. Provide a plan that includes key strengths, resources and/or abilities that will enable your agency to provide requested services by the time of contract execution.
3. Describe your agency's experience working in collaborative environments with multiple partners. How has your agency formed and sustained strong collaborative relationships with all primary stakeholders?
4. Describe your agency's experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as schools, treatment providers, civic organizations, parents, volunteers, faith-based and community-based organizations, or County/State agencies.
5. Explain how your program will meet the individual needs of the youth, including social, spiritual and cultural preferences. How will community resources be used to respond to a youth's self-reporting of their cultural and spiritual/religious identity? Provide specific examples of how you have addressed and been responsive to youth and families who are culturally/ethnically diverse or gender specific or dealing with gender identity issues.
6. Describe how you will accomplish the proposed goals and performance measures that are stated in Section 2.9 Performance Measures/Performance Contracting. Describe any other goals or performance measures you would hope to achieve through your agency's program.

### Evaluation Criteria

#### *The Proposer:*

- *Demonstrates their ability to provide the requested services. Is knowledgeable about current research and/or evidence-based practices regarding monitoring and case management of high risk youth. Service delivery is sufficiently flexible to accommodate the individual and varying needs of the youth and families.*
- *The proposed schedule of activities, events and services demonstrates a well-organized and broad spectrum of services that would keep youth engaged, address both individual and group needs, are supported by best-practice or evidenced-based research, and provide the*

*needed programmatic, social and interpersonal supports that would assist youth in their progress toward a successful outcome.*

- *Recognizes the importance of having strong working relationships with community resources and agencies in order to maximize efforts and marshal additional resources that would be beneficial to the youth. There is a strong emphasis on developing and continuing to partner with a broad range of agencies, including governmental, civic, volunteer, faith-based and community-based organizations.*
- *Demonstrates a clear understanding of the overall need and benefit of maintaining close working relationships with all stakeholders to assure unity of purpose and consistency of approach. Proposal explains how they plan to accomplish the integration of their services into the full continuum.*
- *Exhibits a clear recognition of the importance of developing services that will build on the individual's strengths through a holistic approach and describes how this will be accomplished. Proposer has described how they will integrate community resources to supplement and reinforce the cultural/spiritual services that are provided internally.*
- *Provides examples that illustrate a good understanding of and responsiveness in working with youth and families from different cultures, ethnicities, and/or facing gender identity issues.*
- *The Proposer's description on how they will achieve the proposed goals and performance measures are reasonable and logical. Proposer has proposed viable and achievable performance measures that would contribute to a successful outcome.*

### **3.2.4 RESPONSIBLE BUSINESS PRACTICES POINTS**

**50**

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations.

#### **1. SUSTAINABILITY 50)**

**(20 OF**

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship

- A. Please demonstrate how your organization will provide the services identified in the scope of work in a sustainable manner. This may include: transportation efficiencies (hybrid or electric cars/vans) or other sustainable practices. What measures will you take to minimize impacts to the environment in the delivery of services? Please provide specific examples, metrics, details of efforts, practices, and/or processes.

#### *Evaluation Criteria*

*The proposer provides specific examples, metrics, details of practices, and/or processes to deliver goods or services in a sustainable manner.*

- B. Please demonstrate your organization's sustainable business practices, which could include, but are not limited to a formal sustainability program and/or policies covering recycling measures and/or energy conservation plans. Please provide specific examples, metrics, and details of practices and include copies of reports, policies or plans if available.

*Evaluation Criteria*

*The proposer provides details of how they will mitigate industry environmental impacts in the delivery of goods or services.*

C. What sustainability Innovations does your organization have to offer in the delivery of services?

*Evaluation Criteria*

*The proposer provides details of sustainability innovations including how they would add value to the requested services.*

**2. SOCIAL EQUITY****(20 OF****50)**

(If you do not have employees, skip **Section A** and go on to **Section B**)

**SECTION A - QUESTIONS FOR ORGANIZATIONS WITH ONE OR MORE EMPLOYEES**

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

**A. Workforce Diversity (10 OF 20)**

Describe in detail how your business or organization develops an internal diverse workforce. How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity. Describe the process(es) used to recruit women and minorities. What types of projects or initiatives have been implemented?

*Evaluation Criteria**The Proposer:*

- *Describes efforts used to develop an internal diverse workforce.*
- *Describes approach to internal diversity mentoring, training, and/or professional development opportunities.*
- *Describes process(es) used to recruit women and minorities into the organization or agency.*
- *Describes projects and initiatives implemented.*

**B. Business Practices (10 OF 20)**

Describe in detail how your business or organization includes diverse suppliers, vendors and subcontractors in the conduct of your business. Please provide specific examples.

*Evaluation Criteria*

*The Proposer describes efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County*

**3. Employee Healthcare and Other Benefits (10 OF 50)**

The County values access to healthcare and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned 5% of the total points available on this solicitation to Healthcare and Other Benefits criteria.

**a. Employee Healthcare**

Please check the **one** statement below that applies to your firm:

Proposer offers health insurance to employees that meets or exceeds each of the minimum coverages specified below as determined by the Multnomah County Benchmark for Employee Health Insurance Plans. (4 POINTS)

OR

Proposer does not offer health insurance that meets all of the coverage as defined by the Multnomah County Benchmark for Employee Health Insurance Plans (0 POINTS)

Multnomah County Benchmark for Employee Health Insurance Plans

Medical Cost Sharing	
Annual Deductible	\$1000 individual
Member Coinsurance	30 percent
Out of Pocket Maximum	\$4000 per individual
Prescription Medicine Cost Sharing	
Member Coinsurance level for generic Rx	\$15 or 50 percent for 30 day supply
Out of Pocket Maximum	none
Other Required Services	
Doctor Visits	Covered Benefit
Immunization	Covered Benefit
Routine Well Checks	Covered Benefit
Women’s Health Care Services	Covered Benefit
Maternity	Covered Benefit
Diagnostic X-Ray/Lab	Covered Benefit
Hospital	Covered Benefit
Outpatient	Covered Benefit
Emergency Room	Covered Benefit
Ambulance	Covered Benefit
Transplant	Covered Benefit
Mental Health/Chemical Dependency Inpatient	Covered Benefit

Mental Health/Chemical Dependency Outpatient	Covered Benefit
Skilled Nursing Care	Covered Benefit
Durable Medical Equipment	Covered Benefit
Rehabilitation	Covered Benefit
Hospice	Covered Benefit
Home Health	Covered Benefit

**b. Other Benefits**

Please select the statements that apply to your firm:

**Sick Leave**

Proposer offers sick leave to all full time employees (2 POINTS)

OR

Proposer does not offer sick leave to all full time employees (0 POINTS)

**Vacation Benefits**

Proposer offers vacation benefits to all full time employees (2 POINTS)

OR

Proposer does not offer vacation benefits to all full time employees (0 POINTS)

**Retirement Benefits**

Proposer offers retirement benefits to all full time employees (2 POINTS)

OR

Proposer does not offer retirement benefits to all full time employees (0 POINTS)

**SECTION B - QUESTIONS FOR ORGANIZATIONS WITH NO EMPLOYEES**

The County is committed to extending contracting opportunities to businesses that support social equity in the areas of workforce diversity, and business practices. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project . Fifteen percent (15%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

**1. Workforce Diversity and Business Practices (15 OF 50)**

Describe in detail how your organization supports workforce diversity within your community. Please provide specific examples.

*Evaluation Criteria*

*The Proposer describes community involvement that supports workforce diversity such as volunteering, donations, internships, community organization participation or other workforce capacity building activities.*



**2. Business Practices****(15 OF 50)**

- a. Describe in detail how your organization includes diverse suppliers, vendors and subcontractors in the conduct of your business. Please provide specific examples.

*Evaluation Criteria*

*The Proposer describes efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County.*

## PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 4.0 JOINT PROPOSALS

The County will consider joint proposals from new and existing providers. Joint proposals may take the form of partnerships, general contractor/subcontractor arrangements or entities formed by new and existing providers. If any such arrangement is proposed, a written memorandum of understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

### 4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted unless specifically provided for in this section. In the event alternate proposals are not accepted and a proposer submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the proposer.

### 4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. **Example:** The RFP proposal response to the program question is limited to a page count of not more than 20 pages. This equates to not more than 10 sheets of paper that are printed on each side, or 20 pages printed on only one side.

### 4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding requested attachments, **must not exceed 20 pages**. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

### 4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 3.2 – Proposal Questions and Evaluation Criteria. For each item, restate the question and use the same numbering and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable.

### 4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for storage and copying purposes.

### 4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

**4.7 PROPOSAL COPIES AND SUBMISSION**

Proposers must submit one 1 original and [INSERT NUMBER] complete copies of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd, Suite 400, Portland, OR 97214, **no later than 4:00 p.m.** on the proposal due date.

**PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.**

**4.8 MINIMUM REQUIREMENTS**

**4.8.1 Offeror Representations and Certifications**

All Proposers are to submit a **SIGNED** Offeror Representations and Certifications [Attachment 2], and it will not count against the total page limitation. Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal.

*At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements **shall result in rejection of the proposal.***

- 1. The Proposal response must be received by Multnomah County Purchasing no later than 4:00 P.M. local Portland time on the proposal submission deadline.*

*At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in cancellation of the contract.*

- 1. Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).*

**4.9 VENDOR PROPOSAL CHECKLIST**

Following is a checklist of attachments and forms that are available for your use by downloading them from the County Purchasing Website located at <http://multco.us/purchasing/bids-proposal-opportunities>.

The checklist is for the Proposer's use and does not need to be submitted with the Proposal. The Checklist is to assist the Proposer visualize which attachments need to be returned with their Proposal.

**Please organize your Proposal in the following order:**

<input checked="" type="checkbox"/>	Document Name	Return with Proposal	Where is this document located?
<input type="checkbox"/>	Proposal Cover Page	Yes	Solicitation Attachment 1
<input type="checkbox"/>	Offeror Representation and Certifications (signed)	Yes	Solicitation Attachment 2
<input type="checkbox"/>	Sample Contract	NO	Solicitation Attachment 3
<input type="checkbox"/>	JSD Community Detention Electronic Monitoring Manual	NO	Solicitation Attachment 4

**ATTACHMENT 1**  
**PROPOSAL COVER PAGE**



**MULTNOMAH  
COUNTY**

**REQUEST FOR PROPOSALS  
FOR  
RFP No. 4000001533**

**JUVENILE SERVICES DIVISION  
COMMUNITY DETENTION AND ELECTRONIC MONITORING**

By submitting this Proposal, Proposer certifies that, all proposed services will be provided in a wholly secular manner.

**Agency/Organization Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Authorized Signer's Title:** \_\_\_\_\_

**ATTACHMENT 2  
OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

**FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ WEBSITE: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_ DATE OF INCORPORATION \_\_\_\_\_

BUSINESS DESIGNATION:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
	<input type="checkbox"/> S. Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Government
	<input type="checkbox"/> Other: _____		

MWESB CERTIFICATION NUMBER \_\_\_\_\_  Minority Owned  Woman Owned  Emerging, Small  N/A

**ASSURANCES - The Offeror attests that:**

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of \_\_\_\_\_, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;  
"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". ORS 279A.120 (1) ([b]);
4. Any false statement may disqualify this offer from further consideration or be cause of contract termination; and
5. The Offeror will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror 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, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.**

**SIGNATURE OF AUTHORIZED PERSON**

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

Print Name & Title: \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ATTACHMENT 3  
SAMPLE - MULTNOMAH COUNTY SERVICES CONTRACT  
CONTRACT NO. [Insert Contract Number]**

This Contract is between MULTNOMAH COUNTY (County) and [Insert Contractor's Name] (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be [Insert Date] Unless earlier terminated as provided below, the termination date shall be [Insert Date].

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes the Standard Terms and Conditions and Exhibits 1, 2, 3, and [Insert Additional References or Exhibits. If applicable, indicate "Exhibit ? is intentionally omitted."].

**CONTRACTOR SIGNATURE**

NOTE: Contractor must also complete and sign Exhibit 3 and (if attached) Exhibits 4 and 5.

***I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by it's terms.***

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

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

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

**MULTNOMAH COUNTY SIGNATURE**

This contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Department Director signs here for Class 1 Contracts (unless retroactive). For all other contracts, Chair or Chair's designee signs here.

***County Attorney Review***

Reviewed:  
JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: /s/ Jacquie Weber \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy County Attorney

**STANDARD TERMS AND CONDITIONS**

**1. Time is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts and Assignment.** Contractor shall not subcontract 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.
3. **No 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 or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
  - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.  
  
County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
  - b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8. **Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or 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 Contract, 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. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.
9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "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 contract except to copy, use and re-use any such Work Product for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract 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 relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 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 Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.
11. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this 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 the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.



15. **Severability.** 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 invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, 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.
18. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
19. **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 professional standards applicable to the work.
20. **No Religious Content.** Materials disseminated in any of the programs or services funded under this Contract shall not contain any religious content. The language of this section is not intended to abridge a client's individual right to exercise freedom of religion or speech.
21. **Record Confidentiality.** CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
22. **Corrective Action.** In addition to the remedies in Paragraphs 5 (Early Termination) and 7 (Remedies) above, if County finds Contractor not in compliance with contract conditions, or identified program deficiencies, County may issue a written corrective action plan. If Contractor fails to complete the terms of its corrective action plan, County may, upon written notice to Contractor, impose sanctions, including, but not limited to, withholding funds, disallowance of costs, suspension of payments, or immediate termination of this Contract.
23. **Change in Staffing.** CONTRACTOR shall submit written notification to COUNTY of any change in staffing in the following positions: Executive Director, Program Manager, Clinical Supervisor, Chief Financial Officer and any position that may be assigned as a contract liaison. This notification must occur within 30 days of such a change. This notification will include relevant details of the change (e.g., which position, name of new staff, status [interim or permanent]), plans for replacement if a vacancy is created, or the plan for restructuring the service delivery if there are no plans to fill the vacancy.
24. **Restrictions on Hiring.** No individual currently under juvenile or adult probation, parole, or post-prison supervision may perform services on any DCJ contracted program, whether directly or indirectly. If CONTRACTOR currently employs a person under such supervision or is considering hiring an employee under supervision, CONTRACTOR may request an exemption from the restriction through the Informal Dispute Resolution Process described in section 27 herein.

***For sections 25, 26, and 27, the contact information is as follows:***

**Deputy Director**

*Department of Community Justice  
501 SE Hawthorne Blvd., Suite 250  
Portland, OR 97214  
Telephone: (503) 988-3701  
Fax: (503) 988-3990*

- 25. Cooperation with the Media.** If CONTRACTOR is contacted by the media for information regarding services and/or clients served under this Contract, CONTRACTOR is required to notify the Deputy Director (contact information provided above) who will determine and coordinate the appropriate response.
- 26. Critical Incident Reporting.**
- a. CONTRACTOR shall notify the Deputy Director (contact information provided above) by telephone within the same working day of a critical incident. If the incident occurs after normal business hours or on a holiday or weekend, the report is to be made on the next business day. A written report shall be submitted within three (3) business days of the incident. The initial phone call shall be made to and the subsequent written report shall be sent to the Deputy Director.
  - b. A critical incident is defined as:
    - 1) any event likely to elicit heightened public interest or litigation;
    - 2) an incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;
    - 3) the death of a client;
    - 4) a suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;
    - 5) criminal charges brought against a staff member or subcontract staff member involving a client;
    - 6) professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
    - 7) a medication error which results in a client death, serious injury, or hospitalization;
    - 8) actions by a client that result in the death or serious injury of another person; and
    - 9) any incident deemed by CONTRACTOR to be of a critical nature.
  - c. The Deputy Director shall determine the appropriate follow-up. CONTRACTOR shall fully cooperate in any fact-finding inquiry that may be conducted.
- 27. 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 Deputy Director (contact information provided above).

- 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 5.

**28. Inflationary Adjustment.** If County decides to provide an inflationary adjustment that increases the original contract amount, County will notify Contractor of the increase by written memorandum. The memorandum will identify the amount of the increase, the effective date, and the new contract amount. The purpose of the inflationary adjustment is to address service cost escalation and not an expectation of increased service. Any monetary changes to the contract compensation, other than an inflationary adjustment, will be incorporated by amendment.

**EXHIBIT 1**  
**MULTNOMAH COUNTY SERVICES CONTRACT**  
**Contract Number 4400000**

**STATEMENT OF WORK, COMPENSATION, PAYMENT AND RENEWAL TERMS**

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**SAMPLE TEXT**

**I. SCOPE OF WORK**

- A. Program Purpose
- B. Description of Services
  - 1. Target Population
  - 2. Referrals
  - 3. Etc.
- C. Performance Measures

Performance under this contract will be monitored and evaluated by DC Research and Evaluation staff. Performance measures may be modified during the course of program operation, upon written agreement of the CONTRACTOR and COUNTY. CONTRACTOR has the following performance measures.

**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 contract performance, which includes the following methods:

- 1. Site Reviews: DCJ staff may schedule on-site visits to review agency compliance with the Contract. 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 DCJ 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 Contract, including expenses, is \$

### B. Payment Basis

COUNTY shall pay CONTRACTOR on a (Example: *fee-for-service basis when services are requested according to the following agreed upon rates:*

### C. Contractor Billing

1. CONTRACTOR shall submit an invoice for the previous month's services within 30 days using an invoice that minimally contain the following information:
  - a. Referenced on the Invoice "Billed to Multnomah County"
  - b. Contractor's name and address;
  - c. An invoice number and invoice date;
  - d. The date(s) or period of service;
  - e. The Contract Number (i.e., #44 );
  - f. A brief description of goods or services delivered and the rates charged;
  - g. The total invoice amount.
2. Invoices shall be sent to the following address:

#### **Contract Invoices**

Department of Community Justice  
501 SE Hawthorne Blvd., Suite 250  
Portland, OR 97214

3. The COUNTY shall process payment net 30-days after receipt of the invoice provided that the work described in the invoice has been completed in accordance with the terms and conditions of the Contract and DCJ staff have received all supporting documents. The invoice and the supporting documents shall be submitted at the same time.

The supporting documents include the following: (*See examples*)

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 Contract or failure to make proper payment to suppliers or subcontractors.

### D. Payment of Expenses

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

**III. RENEWAL**

This Contract is was awarded through a . The authorizes up to five years of service and will not be renewed after this time.

**IV. Federal Funding Requirements**

**EXHIBIT 2  
MULTNOMAH COUNTY SERVICES CONTRACT  
Contract No. 440000  
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: \*\*

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by County     Not required by County **(Needs Risk Manager's Approval)**

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. This insurance must include contractual liability coverage.

Required by County     Not required by County **(Needs Risk Manager's Approval)**

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by County     Not required by County **(Required if vendor is transporting and/or driving as part of performing the duties specified in the contract)**

**Additional Requirements.** Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss. **The County must be listed as an Additional Insured by Endorsement on to any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.**

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County. **The Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level. For general liability the Certificate shall also state the following: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County.

**Where in the County to send your Certificate of Insurance.** Risk Management has an email address that all insurance certificates should be sent to: [insurance@multco.us](mailto:insurance@multco.us). **Additional originals, hard copies, or faxes are not necessary.**

**Completed by: DCJ Contract Specialist  
Contract Originator**

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/ Property & Liability Programs.

**EXHIBIT 3**  
**MULTNOMAH COUNTY SERVICES CONTRACT**  
**Contract No. [Insert Contract Number]**

**Certification Statement for Corporation or Independent Contractor**

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a (check one):

- Corporation     Limited Liability Company     Partnership     Non-Profit Corporation authorized to do business in the State of Oregon

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

**NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.**

- A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. CONTRACTOR makes a significant financial investment in the business.
- E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

**Contractor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# EXHIBIT 4 MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

## Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason:  
(check the appropriate box):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

**CORPORATION – FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

**CORPORATION – NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractors will not hire employees to perform this contract

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

Contractor  
Printed Name: \_\_\_\_\_

Contractor  
Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT 5  
MULTNOMAH COUNTY SERVICES CONTRACT  
Contract No. [Insert Contract Number]**

**Equal Employment Opportunity Certification Statement**

**Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.**

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

**CERTIFICATION**

I certify under penalty of perjury that [*check Part 1 or Part 2*]:

**Part 1:** Contractor has no employees. Should Contractor hire employees at a later date during the term of the contract, Contractor will immediately notify the Department that issued the contract and submit an updated Certification with Part 2 completed.

**—OR—**

**Part 2:** Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:

1. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
2. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
3. Coerce the political activity of any person;
4. Deceive or willfully obstruct anyone from competing for employment;
5. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
6. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

**Contractors Signature:**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**ATTACHMENT 4**

# **JSD Community Detention Electronic Monitoring Manual**

## Multnomah County

### JSD Detention Alternatives

The Multnomah County Department of Community Justice believes in using the least restrictive means of supervision for youth possible while assuring public safety and that secure detention should primarily be used for those youth who pose a high level of risk for re-offense or failure to appear for a court hearing. Objective evaluation standards and admissions criteria ensure that youth are being treated fairly and consistently and help set appropriate levels of community supervision while managing public resources efficiently.

In order to support the goals and values of the Department and Multnomah County, we have collaborative relationships with community partners. These partnerships allow some youth to be released before or at a preliminary hearing while awaiting their court hearing.

Each youth who has pending charges with the court receives a Juvenile Court Counselor, who serves as a contact and resource person for the youth and guardian during the court process. The assigned Juvenile Court Counselor will work with the youth and guardian to work out a plan until the trial takes place. For placement on the Juvenile Community Detention program, a youth must have a law violation pending and a judge must order participation. The goal of the program is to ensure that the youth's court orders are being followed, assisting youth and family during this process so the youth attends their court hearing without obtaining any new law violations.

### The Community Detention Monitoring Program

This program allows some pre-adjudicated, at-risk youth who might normally be housed in detention, to remain in community placements or at home while awaiting their trial. [Learn more.](#)

### Contracted Services

Boys and girls Aid Society is the agency that provides Community Shelter beds. These are for youth who have committed a law violation, but who are in need of a shelter bed until their preliminary hearing. This allows the youth to remain in the community in a safe and secure setting instead of secure detention.

## Multnomah County

### Community Detention Monitoring Program



The Community Detention / Electronic Monitoring (CD/EM) program provides supervision and support while reserving the use of costly detention bed spaces for higher risk youth. This program serves as an immediate sanction for youth who have gone to court and need additional support to assure compliance with probation and non-probation youth.

CD/EM is comprised of four levels of supervision. All youth start out being placed on the highest level and are reduced in their level of supervision based on their behavior performance and compliance to the program.

While on CD/EM, each youth must make several daily phone calls to the CD/EM office for required check-ins. CD/EM staff conduct face visits at home, school, and place of employment to assure program compliance and that all condition of release agreement are being followed. Field visits are random and are conducted 7-days a week, 365 days a year.

Youth that are court ordered on Electronic Monitoring are supervised 24 hours a day, with the support of a satellite dish system, that monitors their movements at all times.

Some of the rules of the CD/EM program are:

- Youth will not violate any local, state or Federal laws.
- Youth will obey the rules of their parents/guardian.
- Youth will attend all scheduled Court hearings and meetings.

Depending on the severity of the allegation, youth can be on program from 30 days to 120 days.

## JSD Community Detention and Electronic Monitoring

### Policy

It is the policy of the Department of Community Justice to provide a Community Detention/Electronic Monitoring Program for either youth who would otherwise be held in a secure facility, or youth requiring enhanced supervision.

### Review History

Reviewed by JSD Management 02/2010 and CD/EM Unit 03/2010.

### Contact

JSD Intake and Community Detention Manager

### Persons Affected

All JSD personnel

### Cross References

JSD Detention Decisions Policy, JSD Home Visit Safety Policy, JSD Preliminary Hearings Policy, and CD/EM Program Manual

### Definitions

Enhanced Supervision: An elevated oversight condition imposed on a youth by his/her assigned Juvenile Court Counselor (JCC) with the intent to increase a youth's accountability and success with school, home rules, etc.

### Procedures

#### A. Community Detention

1. Eligibility
  - Requires family/guardian(s) to agree to the program's expectations.
2. Referral Process
  - An e-mail sent to CD/EM Program staff by a JCC will prompt CD/EM staff to make necessary arrangements and debrief any concerns.
  - CD as the youth awaits a higher preliminary hearing.

Please follow Exhibit B for any post adjudicated referrals.

## JSD Community Detention and Electronic Monitoring - continued

### 3. Orientation and Set-up

- The youth and a parent/guardian are both expected to attend a 30-minute intake meeting with a CD/EM staff.
- Court paperwork must be presented at the time of the intake meeting.
- Once the rules and pertinent information are presented to the youth and parent/guardian by a CD/EM staff, signatures from all parties are obtained.
- A CD/EM staff will enter all applicable youth information into a designated department data base and create a JJIS note.

### 4. Response to violations

Noncompliant or reckless action/behavior by the youth may warrant one or more of the following interventions:

- verbal warning;
- written warning;
- elevation in supervision level; or
- informal review (CD/EM staff, youth, parent/guardian, and assigned JCC) or formal review (hearing before a judge/referee).

All types of interventions are documented in JJIS and appropriately recorded in the data base.

### 5. Exit from CD

The following conditions will result in a youth's exit from CD:

- youth completes his/her assigned length of stay;
- youth becomes adjudicated during his/her assigned length of stay;
- judiciary vacates the order;
- youth is placed on warrant status or has run away; or
- youth who has been placed on enhanced supervision and noncompliant may be terminated from the program and receive additional sanctions.

## JSD Community Detention and Electronic Monitoring - continued

### B. Electronic Monitoring

#### 1. Referral Process

- A JCC interested in having a youth placed on EM will consult with a CD/EM Program staff.
- The JCC and CD/EM staff will discuss the plan with the Placement Coordinator and the Placement Coordinator will present the recommendation to the Court.
- A Court Order is requested for youth to be placed on EM.

Please follow Exhibit B for any post-adjudicated referrals.

#### 2. Orientation and Set-up

- The youth and the youth's parent/guardian are required to jointly review the rules and expectations of the program with a CD/EM staff.
- A CD/EM staff will secure the ankle unit to the youth and will set up the EM device within the youth's primary residence.
- A CD/EM staff will enter all applicable youth information into a designated department data base and create a JJIS note.

#### 3. Response to Violations

Interventions to non-compliant or reckless actions/behavior by the youth may include one or more of the following:

- verbal warning;
- written warning; or
- informal review (CD/EM staff, youth, parent/guardian, and assigned JCC) or formal review (hearing before a judge (referee)).

All types of interventions are documented in JJIS and appropriately recorded in the data base.

#### 4. Exit from EM

A typical length of stay for EM youth can be up to 30 days. For pre-adjudicated youth, an additional 14 days on CD may be imposed.

Removal from the program may occur when:

- youth completes his/her length of stay;
- youth becomes adjudicated during his/her assigned length of stay;
- judiciary vacates the order; or
- youth is placed on warrant status or has run away.



## **JSD Community Detention and Electronic Monitoring - continued**

### **Exhibits**

Exhibit A: CD/EM Program Rules and Overview Form

Exhibit B: CD/EM Post-Adjudicated Referral Form

Effective Date: April 14, 2010

Policy Approved By: David Koch

5/3/13/snt



## Policy

It is the policy of the Department of Community Justice to adhere to safety measures whenever facilitating home visits with clients.

## Review History

Reviewed by JSD Management and a JSD Policy Evaluation Committee 12/2000 and 8/2009.

## Contact

Counseling Services Manager

## Persons Affected

All JSD employees and interns who conduct home visits.

## Cross References

DCJ Professional Ethics and Conflict of Interest Policy; DCJ Critical Incident Response System Policy.

## Definitions

**Multi-family Dwelling:** An apartment, townhouse or condominium.

**Safety Stance:** A physical posture designed to provide personal safety and quick escape from a threatening situation.

## Procedures

1. During a first-time home visit, a staff member is required to be accompanied by a second staff.
  - Prior to treatment staff initiating a family therapy session, a safety check of the home must be conducted by/with the youth's assigned JCC (or a designee).
2. While approaching the site of a home visit, JSD staff will scan the home's surroundings to determine whether there are any safety concerns.
  - Scanning occurs while driving up to the residence and while walking onto the property.
3. Staff shall park their vehicles in a manner that eliminates barriers that may interfere with a quick departure from the scene.
4. Prior to heading out to a home visit, staff will inform their immediate unit/team of their whereabouts by using one of the following forms of communication: E-mail; "Who's In"; Telephone. At the very least, staff will provide the name of client and the estimated duration of the visit.
  - In addition to maintaining electronic calendars; Treatment Services staff will keep copies of appointments posted in their office windows.
5. When conducting a supervision visit at a multi-family dwelling, if possible, JSD staff shall inform the site's management of the professional presence on the property.
6. At the client's door, utilize a safety stance while greeting and surveying basic environmental information such as:
  - Number of people in the home
  - Visible drugs or weapons
  - Unrestricted pet(s)

\*If a staff member feels uncomfortable, or has a safety concern he/she has every right to abruptly terminate the visit and leave the scene.
7. Once the JSD staff has returned to the office or a new location, he/she notifies the appropriate unit/team of the visit's conclusion.

## Exhibits

None

**Effective Date:** Jan 5, 2010

**Policy Approved By:** David Koch

Published on Multco Commons (<https://commons/multco.us>)

Source URL (retrieved on Jun 6 2012 - 5:14pm): <https://commons.multco.us/dcj-policies-and-procedures/jsd-home-visit-safety>

## On-Call Cheat Sheet

### Pulling Calls:

- Pilot Messaging: + - 83211
  - Enter Mailbox number 83952
  - Enter Password 3952 + #
  - Log number, date, time (military), name, and where youth is calling from
  - To ERASE: press 76
  - To SAVE: Press 83
  - To REPEAT: Press 2
  - To move to next call: Press 6
  - To go back to previous call: Press 4
  - Enter data into the database
    - Location is where youth is calling from

### Route Planning:

1. On Monday:  
Pull "Youth Info by Name" report  
This is like the JJIS Data or Face Sheet for our Clients
2. Pull Daily Client Summary Report  
Click on "Reports"  
Report Type: Daily Planning  
Select Report: Daily Client Summary  
This will provide you with updated data of contacts for each youth.
3. Number of contacts will determine priority of visit  
On busy days, concentrate on seeing Level I and II youth first.
4. Use the route plan named "master route plan." It is located in the Route Planning Folder in the F drive. DO NOT "save as," just save the version each day you update it.  
This is a working document that is changed every day.
5. As per safety policy, two JCCs are required to visit a youth's home for the first time.

### Intake Process:

#### Youth in Custody:

1. Have youth's parent(s) wait in lobby.  
If parent(s) need to leave, tell them to be back before 5pm or provide them with a cell number to coordinate intake; however, if possible, have them stay until after youth is released to CD staff and intake is done.

2. Take release permit back to custody intake for youth to be processed out immediately upon return from prelims.
  - a. Have Custody Intake overhead page, or call CD/EM staff.
  - b. Escort youth from detention to CD/EM Intake/Orientation room.
  - c. Release youth to appropriate person as per JCC's release permit instructions.

### **Youth Not in Custody:**

1. After a prelim is over for new client, have youth and family wait in lobby until all prelims are completed.
2. Conduct intake immediately after prelims.
3. If necessary, you can have youth and family go home and conduct the intake at the home. HOWEVER, make sure the youth and guardian understand that youth MUST remain at home until intake has been completed.

### **EM Procedures**

#### **Before Intake:**

1. Log in to SMARTVIEW Secure Website. (Refer to page 10 WMTD User Manual).
2. Select an available bracelet unit (Wearable Miniature Tracking Device or WMTD). Select from either Active or Offender Monitoring sections on base charger in the Intake/Orientation room.
3. If a WMTD is not available in the necessary section, call Vigil Net to have unit #s transferred. Vigil Net: Jake Dawes, Phone number: (971) 340-8557.

#### **Enrolling an Offender**

##### **Transmitter Fitting:**

1. Enroll an offender (Refer to pages 15-17 WMTD User Manual).
2. Map offenders address (Refer to page 19 WMTD User Manual).
3. On computer, go to Offender General Info. This page is also referred to as the photo page. At the top of the screen a yellow circle should appear with the notation (WMTD Activate Pending) showing.
4. Make sure WMTD is charged. "Grn light" should emit from pwr LED on top of WMTD.

#### **WMTD Activation**

Push tamper plugs into back of the WMTD bracelet. Be sure to insert the left side first. After the left side has been secured, press the right side of the tamper plug down. (Refer to pages 29-32, WMTD User Manual).

## Active GPS Response Plan

The purpose of the response plan is to provide information about the type and severity of the risk the youth poses, who the potential victims may be, locations the youth may abscond to and what the response plan should be in the event the youth tampers with or removes the GPS equipment. This information may need to be provided to others after hours so please provide all relevant information.

**Name:** \_\_\_\_\_ **JJIS:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **Sex:** \_\_\_\_\_  
**Race:** \_\_\_\_\_ **Height:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ **Hair:** \_\_\_\_\_  
**Eyes:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Phone# (H)** \_\_\_\_\_

Gang Affiliation: ( ) Blue Set ( ) Blood Set  
 Other Set: \_\_\_\_\_

Vehicle/Transportation: \_\_\_\_\_

Distinctive Physical Characteristics (i.e. tattoos, piercings, etc.) \_\_\_\_\_

How does GPS enhance supervision and community safety: \_\_\_\_\_

Basis of Probation (History of at-risk behavior: \_\_\_\_\_

Potential Victim Information: \_\_\_\_\_

Addresses/Locations (Describe the areas where youth is allowed to go): \_\_\_\_\_

Addresses/Locations (Describe the areas where youth is NOT allowed to go): \_\_\_\_\_

Other Information: \_\_\_\_\_

Client Schedule: \_\_\_\_\_

\*SUNDAY: \_\_\_\_\_

\*MONDAY: \_\_\_\_\_

\*TUESDAY: \_\_\_\_\_

\*WEDNESDAY: \_\_\_\_\_

\*THURSDAY: \_\_\_\_\_

\*FRIDAY:

---

\*SATURDAY:

---

Curfew Time:     (   ) Yes     (   ) No

Details:

---

Response Plan:

\*8:00 AM - 5:00 PM JCC

\*5:00 PM - 10:30 PM CD

The current orientation packet includes the following forms:

1. Manila File
2. Youth Enrollment Form\* (file on right)
3. Rules of Community Detention Program\* (file on right)
4. Release or Exchange of Information\* (file on right)

To be given to client:

1. Telephone Check-In Instructions\*
2. Routine home visit sheet\*
3. Business card with staff numbers

Other forms to be familiar with:

1. Master Route Plan
2. Level Change Notice
3. Mileage Log (to be kept in car)
4. Gas Station Location Sheet
5. Warning Sheet
6. Detention Release Form
7. JCC Activity Permission Form
8. CD Court-Order Form

\*Forms available in Spanish





Youth Enrollment Form									
Intake Date	JIN# (Court File#)	JJIS#	Court Date			<input type="checkbox"/> TR/Call	<input type="checkbox"/> CD Review		
					<input type="checkbox"/> PV	<input type="checkbox"/> Length of Stay			
Youth Name		Gender <b>M</b> <b>F</b>	Birth Date		Race/Ethnicity				
RAI Score	OVERRIDE <input type="checkbox"/> Yes <input type="checkbox"/> No	Allegation		Referral Type:		JCC			
Address:					City		Zip		
Home Phone (land line)			Cell phone (parent or youth)			Cell phone (parent or youth)			
Lives with			Dogs?	Apt or House? Color? Directions?					
School		Defense Attorney		District Attorney		OYA Commitment	DHS Voluntary	DHS Temp Custody	
Other Contacts		Name/Address/Phone Number(s)							
• DHS/OYA Staff									
• Mother									
• Father									
• Foster provider									
• Siblings									
• Grandmother									
• Grandfather									
• Other									
• Other									
Supervision Level									
<input type="checkbox"/> Community Detention									
<input type="checkbox"/> House Arrest									
<input type="checkbox"/> Electronic Monitoring		Sentinel ID:		Bracelet:		Landline:		Cell:	
Court Orders/Field Safety Plan									
Schedule Information (School, Church, Medical, Legal Appointments)									
NOTE: If youth is on Electronic Monitoring, EM schedule form should be filled out by JCC.									



**Community Detention Program  
Department of Community Justice  
Juvenile Services Division**



Name	Date:	Juvenile Court Counselor (JCC):
------	-------	---------------------------------

Per the court order issued on: \_\_\_\_\_ You will be on the following level of supervision:

- Community Detention     
  GPS     
  Electronic Monitoring     
  Informal Sanction

Based on your compliance with program expectations, your level of supervision may be adjusted.

**RULES OF COMMUNITY DETENTION PROGRAM**

<input type="checkbox"/>	You will not violate any local, state, or federal laws.						
<input type="checkbox"/>	You will obey the reasonable rules of your parents or guardians.						
<input type="checkbox"/>	You will attend all scheduled Juvenile Court hearings and appointments.						
<input type="checkbox"/>	Your parents or guardians will notify the Community Detention Program staff of any violations of this agreement during the time that you are on the program.						
<input type="checkbox"/>	You must be under approved adult supervision at all times when leaving your home, other than to travel to and from school, court, treatment, or appointments with Juvenile Court Counselor, <b>unless otherwise directed.</b>						
<input type="checkbox"/>	<b>You will not be allowed free time while on Electronic Monitoring or while on Level I of Community Detention.</b> Free time can be revoked for failure to comply with program rules. <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">CD Level II : 1 hour Free Time</td> <td style="width:50%; border: none;">Free Time is allowed during the hours:</td> </tr> <tr> <td style="border: none;">CD Level III: 2 hours Free Time</td> <td style="border: none;">School Days 3p-7p</td> </tr> <tr> <td style="border: none;">CD Level IV: 3 hours Free Time</td> <td style="border: none;">Non School Days 12p - 7p</td> </tr> </table> <b>You must contact CD Staff before taking your free time.</b>	CD Level II : 1 hour Free Time	Free Time is allowed during the hours:	CD Level III: 2 hours Free Time	School Days 3p-7p	CD Level IV: 3 hours Free Time	Non School Days 12p - 7p
CD Level II : 1 hour Free Time	Free Time is allowed during the hours:						
CD Level III: 2 hours Free Time	School Days 3p-7p						
CD Level IV: 3 hours Free Time	Non School Days 12p - 7p						
<input type="checkbox"/>	You will call the Check-in Line <b>1-4 times a day</b> depending on your level. <b>503-988-3952</b> Calls must be at least one (1) hour apart.						
<input type="checkbox"/>	You have an <b>8 pm curfew</b> every day while on the program. Plans to be out without your parent or guardian past curfew must be approved by your JCC at least 24-hours in advance.						
<input type="checkbox"/>	Random visits will be made to you at home, school, and work. Call CD staff cell phones with daily schedule changes.						
<input type="checkbox"/>	You cannot leave your home, cannot have friends over, and cannot have telephone or any other type of contact with friends. You cannot leave the campus during the school day. (No off-campus lunches).						
<input type="checkbox"/>	You must charge your EM/GPS bracelet for two (2) consecutive hours daily.						
<input type="checkbox"/>	You may be held responsible for any loss or damage to the EM/GPS equipment. Replacement costs \$1,000.						
<input type="checkbox"/>	Special Court orders:						

I have read and understand the rules of the community Detention Program. I agree to follow all the rules that have been checked.

--	--

Youth's Signature

Date

--	--

Parent/Guardian Signature

Community Detention Program Staff



**MULTNOMAH COUNTY OREGON**  
**Department of Community Justice**  
 1401 NE 68th, Portland, Oregon 97213  
 503.988.3460

**CONSENT FOR RELEASE OR EXCHANGE OF INFORMATION**

I authorize Multnomah County Juvenile Justice to contact:

Person or Agency	Address

<input type="checkbox"/>	Release of Information <b>TO</b> Multnomah County Juvenile Justice <b>FROM</b> person or agency named above
<input type="checkbox"/>	<b>Release</b> of Information <b>FROM</b> Multnomah County Juvenile Justice <b>TO</b> person or agency named above

Regarding:

Client's Name	DOB	Case Number

<b>Initials</b>		<b>I specifically authorize the release of the following confidential information:</b>
	<input type="checkbox"/>	Mental Health Assessments (specify): <span style="border: 1px solid black; display: inline-block; width: 400px; height: 15px;"></span>
	<input type="checkbox"/>	Psychiatric Visits and Medication Information
	<input type="checkbox"/>	Psychological Evaluation/Testing
	<input type="checkbox"/>	Developmental Screening
	<input type="checkbox"/>	Progress of Child in Treatment
	<input type="checkbox"/>	Social/Family History
	<input type="checkbox"/>	Court Reports and Chronolgos
	<input type="checkbox"/>	Treatment Summaries or Discharge Summaries
	<input type="checkbox"/>	Medical Records
	<input type="checkbox"/>	Education Records
	<input type="checkbox"/>	Drug/Alcohol diagnosis, treatment or referral information
	<input type="checkbox"/>	Other (specify) <span style="border: 1px solid black; display: inline-block; width: 500px; height: 15px;"></span>

Purpose/need for disclosure:     Evaluation     Treatment     Case Planning

Other (Specify)

I have read the above and fully understand and have asked questions about anything that was not clear to me and am satisfied with the answers. This authorization is valid during the period of probation or active supervision until **one (1) year from the date signed**, unless revoked in writing.

SIGNATURE:

Client Date

WITNESS:

Guardian/Legal Representative/Other Date

CD Staff:

Date

Records obtained by this consent for information release will be maintained in accordance with federal confidentiality regulations (Title 42 of the Federal Register) which prohibit re-disclosure.

<i>In office use only:</i> <input type="checkbox"/> Release of information faxed to school <input type="checkbox"/> School contacted to obtain/verify attendance contact information, bell schedule and youth's schedule <input type="checkbox"/> Update any schedule information and school information in database based on new findings <input type="checkbox"/> School notified youth is on EM and told to contact us if youth is being sent home early.
--





MULTNOMAH COUNTY OREGON  
Department of Community Justice  
1401 NE 68th, Portland, Oregon 97213  
503.988.3460

### LEVEL CHANGE NOTICE

Name:  Date:

JCC:  Old Level:  1  2  3  4

Electronic Monitoring

Community Detention

#### New Level:

**Level 1**  
4 calls per day  
7 visits per week

**Level 2**  
3 calls per day  
5 visits per week

**Level 3**  
2 calls per day  
3 visits per week

**Level 4**  
1 calls per day  
2 visits per week

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Check-in Line: 503.988.3952**

JCC \_\_\_\_\_

Youth Notified \_\_\_\_\_



**WARNING: You are in violation of your condition(s) of release!**

Name:  JCC:

Level of Supervision:  Community Detention  Electronic Monitoring

**Violation(s):**

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If your performance does not improve, you may have a Community Detention Review hearing or an Electronic Monitoring Review.

***Your juvenile court counselor and/or Parole Probation Officer has been notified.***

Youth  Parent/Guardian Signature  No signature, left at home  Monitoring Program Staff Signature

Delivery date/time: \_\_\_\_\_

Date Issued: \_\_\_\_\_



Department of Community Justice  
Juvenile Services Division  
1401 NE 68th Avenue  
Portland, Oregon 97213

## Youth's Approved Schedule

\*\*\*Please include time allowed for transportation\*\*\*

Date:		Youth:	
JCC:			
Best number for youth to reach you:			

Permanent Schedule  Temporary Schedule

Monday Activity	Leave	Enter

Tuesday Activity	Leave	Enter

Wednesday Activity	Leave	Enter

Thursday Activity	Leave	Enter

Friday Activity	Leave	Enter

Saturday Activity	Leave	Enter

Sunday Activity	Leave	Enter

4109342.dk/Youth's Approved Schedule 4/17/12

**IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR MULTNOMAH COUNTY  
JUVENILE DEPARTMENT**

IN THE MATTER OF \_\_\_\_\_ ) **CASE NO.** \_\_\_\_\_  
 )  
 )  
A YOUTH \_\_\_\_\_ ) **PETITION NO.** \_\_\_\_\_  
 )  
 ) **COUNSELOR:** \_\_\_\_\_  
 ) **COMMUNITY DETENTION HOUSE**  
 ) **ARREST ORDER**

On \_\_\_\_\_, the youth appeared for a delinquency preliminary hearing. The youth is being released pending trial on Conditional Release (conditions are attached and incorporated into the Order). As part of the Conditional Release, **IT IS HEREBY ORDERED** that the youth is placed on and shall comply with:

**Community Detention Monitoring Program**

One of the conditions of release includes, but is not limited to, full cooperation with the expectations of the Community Detention Monitoring Program.

**House Arrest**

In addition to being placed on Community Detention, the Judicial Officer has personally notified and served verbal notice on this youth that the youth is also placed on House Arrest.

The court has personally explained to this youth that House Arrest means that the youth cannot leave their home, cannot have any of their friends over, cannot have telephone contact or any other contact with their friends either personally or through any other person.

**Electronic Monitoring**

In addition to being placed on Community Detention, the Judicial Officer has personally notified and served verbal notice on this youth that the youth is also placed on Electronic Monitoring.

The court has personally explained to this youth that Electronic Monitoring means that the youth cannot leave their home, cannot have any of their friends over, cannot have telephone contact or any other contact with friends either personally or through any other person.

**Additional Condition**

The Judicial Officer has personally notified and served verbal notice on this youth that the youth is to appear at Court for review of her/his compliance with the Conditions of Release every Wednesday at 1:30 PM, ***unless excused only by the Community Detention Monitoring Program.***

The youth understands that if they fail to appear every Wednesday at 1:30 PM, ***unless excused only by the Community Detention Monitoring Program,*** a warrant shall be issued to appear and the youth shall be arrested on the warrant.

To attend school as follows:

---

DATED:  REFEREE:





**Electronic Monitoring**

**YOUTH REQUEST FOR JCC APPROVAL FOR ACTIVITY**

**Date:** \_\_\_\_\_ **Youth's Name:** \_\_\_\_\_

**JCC:** \_\_\_\_\_ Best number for youth to reach you: \_\_\_\_\_

What do you want to do?


When do you want to go? \_\_\_\_\_

Who will be supervising you? \_\_\_\_\_

What time do you want to leave? \_\_\_\_\_

What time do you want to return? \_\_\_\_\_

What number can your JCC call you at? \_\_\_\_\_

Signatures:

Youth: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

JCC: \_\_\_\_\_



**Multnomah County  
Department of Community Justice  
Custody Services Division**

## DETENTION RELEASE FORM

<b>Youth's Name:</b>	<b>Unit:</b>	<b>JJIS#</b>	
<b>Release On: (date)</b>	<b>At: (time)</b>		
<b>Released to:</b>		<input type="checkbox"/> AM <input type="checkbox"/> PM	

**Relationship:**

<input type="checkbox"/> DHS Caseworker	<input type="checkbox"/> DOC Corrections Officer
<input type="checkbox"/> Juvenile Dept Counselor	<input type="checkbox"/> Law Enforcement
<input type="checkbox"/> Other Relative or Friend	<input type="checkbox"/> Own Recognizance (self)
<input type="checkbox"/> OYA Probation/Parole Officer	<input type="checkbox"/> Parent/Guardian
<input type="checkbox"/> Transport	<input type="checkbox"/> Other:

**Reason:**

<input type="checkbox"/> Commitment to OYA	<input type="checkbox"/> Parole/Probation Officer
<input type="checkbox"/> Completion of Order	<input type="checkbox"/> Population/Capacity Management
<input type="checkbox"/> Court Approved	<input type="checkbox"/> Return to Other Jurisdiction
<input type="checkbox"/> Deceased	<input type="checkbox"/> Runaway/Escape
<input type="checkbox"/> Moved to Adult System	<input type="checkbox"/> Transfer to Hospital
<input type="checkbox"/> Other:	<input type="checkbox"/> Transfer to Detention Based Youth Care Center

**Destination:**

<input type="checkbox"/> Detention Based Youth Care Center	<input type="checkbox"/> Relative Home
<input type="checkbox"/> DHS Community Placement	<input type="checkbox"/> Runaway
<input type="checkbox"/> Home	<input type="checkbox"/> Shelter Facility
<input type="checkbox"/> Hospital	<input type="checkbox"/> Living Independently
<input type="checkbox"/> INS	<input type="checkbox"/> Other:
<input type="checkbox"/> Jail	
<input type="checkbox"/> Out of State	
<input type="checkbox"/> OYA Community Placement	<input type="checkbox"/> <b>Do not release until youth has been signed up with COMMUNITY DETENTION</b>
<input type="checkbox"/> OYA YCF/Close Custody	

**Special Instructions:**

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<b>Authorized by:</b>	<b>Date:</b>
<b>Released by:</b>	
Admissions Worker	



## COMMUNITY DETENTION ELECTRONIC MONITORING REFERRAL FORM

JCC Referring:		Date of Referral:	
Date to Start CD		Expected End Date:	
Youth's Name:			JJIS #
DOB:		Allegations (Pre/Post Adjudication):	
Home Address:			
Phone No(s):			
Lives With:		School:	

### LEVEL OF SUPERVISION REQUESTED (Please Mark One)

<input type="checkbox"/>	Level One: (7 visits per week and 4 calls per day)
<input type="checkbox"/>	Level Two (5 visits per week and 3 calls per day)
<input type="checkbox"/>	Level Three (3 visits per week and 2 calls per day)
<input type="checkbox"/>	Level Four (2 visits per week and 1 call per day)
<input type="checkbox"/>	Other:

### SAFETY PLAN INFORMATION

Does this youth's safety plan allow **unsupervised time in the community**?  
(Community Detention allows for 1 to 3 hours of unsupervised time in the community per day depending

Yes  
 No  
 Other

Please provide any additional information you would like for us to know about this youth's safety plan or attach a copy:


## SO INTAKE QUESTIONS

<b>Youth:</b>	
<b>Pre or Post Adjudicated:</b>	
<b>Charges:</b>	

<b>VICTIM</b>	
<b>Who is the (alleged) victim(s)?</b>	
<b>What is their age?</b>	
<b>Where do they live in relation to SO?</b>	

<b>HOUSEHOLD</b>	
<b>Who lives in the house?</b>	
<b>If siblings live in the house, what are their ages?</b>	

<b>SUPERVISION</b>	
<b>Is 24-hour adult supervision court ordered?</b>	
<b>Who are the approved supervisors?</b>	

<b>SCHOOL</b>	
<b>How will youth get to and from school? (School bus, parent, walk, etc.)</b>	
<b>Is youth required to have adult supervision while being transported to school?</b>	
<b>Can CDM staff check school attendance?</b>	

<b>RESTRICTIONS</b>	
<b>Who can they not have contact with?</b>	

<b>Other Restrictions:</b>	