

PERSONAL SERVICES CONTRACT

BETWEEN: The City of Eugene, an Oregon
Municipal Corporation (City)

AND: White Bird Clinic, (Contractor)

CONTRACT NO.: 2019-03240

EXPIRATION DATE: June 30, 2023

RECITALS

- A. Contractor is engaged in the business of operating an emergency mental health service, a medical clinic, and a drug abuse treatment program in Eugene, Oregon, and is certified and in good standing with the State of Oregon.
- B. City desires to engage Contractor to provide the Services described in this Agreement and Contractor is willing to provide such Services on the terms and conditions set forth herein.
- C. The Contract described herein was awarded under the exemption or procedure authorized by City of Eugene Administrative Order 44-14-08F, Public Contracting Rules 2014, Rule 137-047-0275 Sole Source.
- D. This contract supersedes all previous contracts between City and White Bird Clinic for CAHOOTS Services.

AGREEMENT

1. Incorporation of Exhibits; Definitions; Contractor's Representations and Warranties.

1.1 **Exhibits.** The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

1.1.1 **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified, and take precedence in the event of an inconsistency with the Agreement.

1.1.2 **Other Exhibits.** The Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

Exhibit B Scope of Services

Exhibit C Compensation Schedule

1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.

- 1.2.1 **"Agreement"** means this document, entitled Personal Services Contract and ending with the signatures of all parties.
 - 1.2.2 **"Contract"** means the written statement of the parties' mutual and respective agreements, promises, undertakings and rights as set forth in this Agreement and all incorporated exhibits.
 - 1.2.3 **"Services"** means all of the products, properties and Services to be provided by Contractor under this Contract, as described in Exhibit B.
- 1.3 **Contractor's Representations and Warranties.** Contractor makes the following representations and warranties to City:
- 1.3.1 Contractor and Contractor's personnel are, and will at all times hereunder be, fully qualified by all necessary education, training, experience, licensure and certification to perform the Services.
 - 1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.
 - 1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2. **Services.**

- 2.1 **Commencement.** Contractor shall begin to provide the Services on October 1, 2018, or, if later, as soon as this Contract has been executed by all parties.
 - 2.2 **Security.** If the Services will be performed on City property, Contractor will comply with all of City's security policies and procedures.
3. **Term.** The initial term of the Contract shall expire, unless terminated or renewed, on the expiration date shown in the caption of this Agreement.
4. **Compensation.** Subject to City's right of offset for breach, Contractor will bill City for the Services by submitting periodic invoices that conform to the requirements of **Exhibit C**. City will make payments within thirty (30) days of receipt of a properly submitted invoice. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.
5. **Termination.** Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:
- 5.1 Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within

such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

- 5.2 City may terminate the Contract immediately and without prior notice upon Contractor's failure to have in force any insurance required by the Contract, if Contractor breaches the City's security requirements, if Contractor fails to maintain any certificate or license required for performance of the Services, or as provided in Exhibit A.
- 5.3 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.

6. Remedies.

- 6.1 In the event of a termination of the Contract by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration already provided in the Contract. City may withhold payment of sums due Contractor for Services performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
- 6.2 The foregoing remedies provided to City for breach of the Contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach with or without termination.
- 6.3 In the event of breach of the Contract by City, Contractor's shall be entitled to all legal and equitable remedies allowed by law.
- 6.4 Notwithstanding anything to the contrary each party waives the right to incidental or consequential damages against the other.

7. **Records/Inspection.** Contractor shall maintain records of its charges to City under the Contract for a period of not less than three years following Contractor's completion of the Contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any Contractor's records that relate to the Contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under the Contract, Contractor shall promptly pay to City the amount of such excess. If the excess charged by Contractor for any audited period is greater than two percent of the amount that should have been charged for that period, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.

8. Indemnification.

- 8.1 Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including reasonable attorney fees and other costs of defense, arising out of the acts, errors or omissions, whether alleged or actual, of Contractor, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
- 8.2 City shall indemnify and hold Contractor, its officers, agents and employees, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorney fees and other costs of defense, arising out of the negligent acts, errors or omissions of City, its subcontractors, agents and employees in performing or failing to perform its obligations under the Contract or arising out of Contractor's performance of duties under ORS 430.399(1) at the direction of City.
9. **Insurance.** Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

- 9.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this Contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 9.2 **Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation

coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

- 9.3 **Automobile Liability.** Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 9.4 **Professional Liability.** Contractor shall maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for claims for professional acts, errors or omissions arising from the Work. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work. The policy shall contain an endorsement entitling the City not less than 60 days prior written notice of cancellation of such policy.
10. **Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.
11. **Assignment.** Contractor shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which approval shall not be subject to a reasonableness standard. If Contractor is a corporation or partnership, a change in ownership of Contractor resulting from a voluntary transfer of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute an assignment unless the transferor is one of the key personnel specified in Section 2.2 of this Agreement.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, other legal entity or an individual, Contractor is an independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person, has special expertise as to the Services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar Services for others. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.
13. **Confidential Information.** To be considered "Confidential Information" under the Contract, information must be clearly marked as "confidential information," in a manner that will be obvious immediately upon access, except for protected health information of any individual served by Contractor, which will at all times be considered Confidential Information. Each party will limit its use of Confidential Information to the purpose for which it was disclosed by

the other party and will use a reasonable level of care to prevent the intentional or inadvertent misuse, theft or inappropriate disclosure of such information. Contractor understands that all records held by the City are public records and subject to public disclosure under public records law, and Contractor agrees that City shall have no liability for the disclosure of any Confidential Information properly disclosed under the law or under a court order in response to a public records request. Contractor also understands and agrees that the Contract documents and all records of Contractor's fees and charges may not be considered Confidential Information, and are public records for which no exemption to public disclosure applies.

14. Compliance with Laws. Contractor shall in all material ways comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including all applicable provisions of Exhibit A.

15. Cooperative Planning Requirements. Contractor recognizes that planning within the City and other state and local agencies is essential to the success of a coordinated service delivery system. Contractor agrees to attend and participate in a reasonable number of meetings and planning efforts initiated by City, and to provide non-confidential data already in Contractor's possession which may be required by City and is reasonably necessary to achieve compliance with City programmatic goals. Contractor agrees to maintain open and responsive working relations with the Eugene Police Department (EPD).

16. Staffing Restrictions.

16.1 Contractor represents that it has employees who have experience and training to provide the services described herein, and in the attached Exhibit B, in a reasonable and responsible manner. City relies upon this representation in entering into this contract. Contractor agrees to provide the employees necessary to provide the services under this contract and to ensure such employees obtain any training provided by the City. Prior to any employee of Contractor providing the services, Contractor shall disclose in writing to City the employee's qualifications and experience to perform these services. All such employees of Contractor shall be subject to the provision of service protocols and the rules of conduct specified in the attached Exhibit B. Contractor shall facilitate a background check of prospective CAHOOTS employees by using a background application provided by the City of Eugene. Contractor shall also inform prospective employees that their full name, date of birth, driver's license number, and other information needed in the security form, will be submitted to the police department for a clearance check prior to employment. The security clearance is required prior to using the police radio or operating a City vehicle. All CAHOOTS personnel will be trained to operate the police radio. The prospective employee shall sign a waiver allowing the background check to be performed by EPD. An authorized White Bird employee shall also sign the waiver from as witness to the signing by the prospective employee. White bird may first make a copy for their records and then send the original form to the Contract Manager at EPD. The Contract Manager has 21 days, not including holidays or weekends, to perform the require background check.

- 16.2 During the provision of patrol, crisis intervention and transportation services under this contract, the City provided vans shall be staffed by at least two persons per van. At least one person shall be currently certified as an Emergency Medical Technician, First Responder, Registered Nurse, or Licensed Health Care Practitioner, and at least one person shall be commissioned by the City as a Transportation Officer to perform functions under ORS 430.399. The person commissioned by City as the Transportation Officer shall make the final decision regarding transportation of any person to a non-emergency medical care provider or to an alcohol, drug or mental health treatment facility.
- 16.3 Except for a trainee observer actively involved in a program leading to employment by Contractor, no person shall ride in the van except for employees of the Contractor, City or Lane County, who are in the course of providing services under this contract and persons being transported to a treatment facility. At no time shall more than three persons employed by, or under training with Contractor, ride in the van. City reserves the right to reject any employee of Contractor and/or its trainee observer from riding in the van or participating in Contractor's provision of services under this contract, on the basis of the individual's driving record or criminal history record.

17. Use of Equipment.

- 17.1 City agrees to provide Contractor with two (2) modified passenger vans and portable radios for use during the duration of this contract. Equipment shall be provided in good working order, and Contractor agrees to return the vans, radios and any other equipment the City agrees to provide Contractor for program use, in good working order and general condition at the completion of the contract. City shall provide necessary fuel, maintenance and repairs of equipment, except Contractor shall bear any costs of any equipment repair necessary due to deliberate, repetitive or grossly negligent acts by Contractor's employees. City shall provide ongoing maintenance for the equipment according to the standard maintenance schedule. Contractor shall maintain the vans so that it is free of all hazards to inebriated occupants. All vehicle backing requires the use of a spotter to avoid vehicle damage.
- 17.2 White Bird will provide a secure area for the police radios, which will be approved by the EPD Contract Manager. All CAHOOTS personnel will keep their radios on and at a volume to hear the dispatcher. If a call dictates a quiet environment, one radio must be kept on and at a volume so that CAHOOTS personnel can hear dispatch. If they have only one radio, it must be kept on and at a volume so they can hear dispatch. If a radio does not work properly, the Contractor will make immediate arrangements to have the radio fixed by City of Eugene technicians. The Contractor will notify, by email, when a radio or vehicle is out of service for maintenance. They will include the item number so the Contract Manager can log a history of maintenance

18. **Training.** City shall provide the state-certified Defensive Driver Training course to all of the Contractor's drivers within six-months of date of hire. City shall provide the hands-on vehicle operation, placement and collision avoidance portion of the training. The remainder of the classroom work shall be provided within the aforementioned six-month period. City shall also provide Contractor with applicable training in use of City vehicle and radio procedures and other training deemed relevant to the provision of services under this contract. Contractor agrees that its employees providing the services under this contract will have successfully completed any of the City-required training in a reasonable period of time and subject to City approval.
19. **Disposition of Contraband.** All drugs, drug paraphernalia and alcohol discovered by Contractor during the course of Contractor's duties shall be removed from patients by Contractor prior to transport. Contractor shall make all reasonable efforts to discover and remove weapons and other objects capable of being used to inflict injury prior to transportation. Contractor shall ensure security of these materials in the van and shall inventory each item as it is secured. At the conclusion of the workday, Contractor shall deposit with EPD any contraband collected and reconcile items against the inventory list maintained.
20. **Ownership of Work Product.** Not applicable.
21. **Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic or electronic transmission (fax or email) are set forth below, notices may be delivered by fax or email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by fax or email will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor: Benjamin Brubaker
White Bird Administrative Coordinator
341 E 12th Ave
Eugene, Oregon 97401
Email: Benjah@whitebirdclinic.org

City: Finance Manager
Eugene Police Department
300 Country Club Road
Eugene, Oregon 97401
Email: EPDFinance@ci.eugene.or.us

Each party shall notify the other of any change in the name, address or fax or email instructions to be used for delivery of notices.

22. Dispute Resolution.

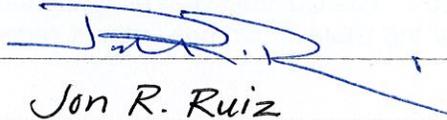
- 22.1 **Continued Performance.** Unless the Contract is terminated, neither party shall suspend performance of its obligations hereunder pending the resolution of a dispute.
- 22.2 **Negotiation/Mediation.** The parties shall use all reasonable attempts to resolve disputes informally through conferral and negotiation. In the event such efforts are unsuccessful, the parties may mutually agree to voluntary mediation. The parties shall share equally in all common costs of mediation.
- 22.3 **Construction of Contract.** This Contract shall not be construed against either party regardless of which party drafted it. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.
- 22.4 **Forum.** Any litigation between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.
23. **Integration.** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.
24. **Survival.** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

25. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

In witness whereof, the parties have, through their duly authorized representatives, executed this Agreement on the dates set forth below.

City of Eugene

Signature:



Date:

6/27/19

Print Name:

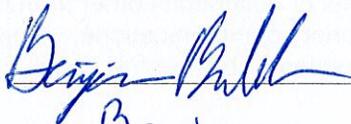
Jon R. Ruiz

Title:

City Manager

Certifications of Contractor: Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement and the Contract to City of behalf of, and as the act of Contractor.

Signature:



Date:

6/24/19

Print Name:

Benjamin Brubaker

Title:

Class Coordinator

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS
Contracts Subject to ORS Chapter 279B
Goods and Services Including Personal Services
OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. The Contractor AND EVERY SUBCONTRACTOR shall include these provisions in every subcontract SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(2))

- 1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:
 - (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
 - (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.
- 1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.
- 1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.
- 1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.
- 1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

2. ORS 279A.120 Nonresident Contractors.

- 2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

- 2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.
3. **ORS 279B.220 and Eugene Rule 137-046-0500(5) Conditions concerning payment, contributions, liens, withholding.** The Contractor shall:
- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
5. **ORS 279B.230 and Eugene Rule 137-046-0500(6) Condition concerning payment for medical care and providing workers' compensation.**
- 5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. **ORS 279B.235 and Eugene Rule 137-046-0500(7) Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- 6.1 **Personal Services Contracts.** In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.
 - 6.2 **Contracts for Services.** In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.
7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**
- 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
 - 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
9. **Eugene Rule 137-046-0500(1) Right to Audit Records.**
- 9.1 **Cost or Pricing Data.** The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for

which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.

- 9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
- (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
 - (b) Necessary materials are not available;
 - (c) A lack of funds;
 - (d) A phenomenon of nature of catastrophic proportions or intensity;
 - (e) Executive orders of the President related to national defense;
 - (f) Congressional or state acts related to funding or changes in applicable laws; or
 - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

13. ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675) Compliance with Tax Laws. Contractor certifies its compliance with all applicable state and local tax laws,

including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

Exhibit B

Scope of Services

Contact Lt. Tinseth for program questions

CAHOOTS Contract Executive Summary

- *Operate within the City of Eugene and may only leave with permission from dispatch, Patrol Supervisor or Watch Commander (should be very rare).*
- *Focus patrols in the downtown area.*
- *Counsel or transport intoxicated persons to open treatment facility within the City of Eugene.*
- *Counsel or transport mentally ill subjects to Whitebird, UDH, or other open treatment facilities within the City of Eugene or transport to and from other open social services agencies within the City of Eugene.*
- *Transport for necessary chronicⁱ medical care within the City of Eugene.*
- *Follow directions from dispatch or Eugene Police Department (EPD) personnel.*
- *Report all vehicle crashes and damage.*

i - A chronic condition is a human health condition or disease that is persistent or otherwise long-lasting in its effects or a disease that comes with time. The term chronic is often applied when the course of the disease lasts for more than three months. Common chronic diseases include arthritis, asthma, cancer, chronic obstructive pulmonary disease, diabetes and some viral diseases such as hepatitis C and acquired immunodeficiency syndrome.

Hours of Service

Contractor to provide a crew for one van in service 24 hours per day. A second van crew will be in service from 1000-1200 hours and 1700-2200 hours. The services will be provided 365 days a year.

Upon request by the EPD Contract Manager, Contractor will provide, if their staffing allows, additional hours a year, not to exceed 80 hours, to cover extra CAHOOTS assignments on New Year's Eve, New Year's Day, MLK Day, St. Patrick's Day, Fourth of July, Halloween, Thanksgiving, Christmas Eve, U of O home football games, or any other day considered by EPD to need the services of a two-person CAHOOTS unit. The requests shall be in four-hour increments. The EPD Contract Manager shall give a thirty (30)-day notice of request for additional services prior to the event. The Contractor shall have fourteen (14) days to advise if they can fulfill the request. After the Contractor has completed the extra assignment they will send a notice billing the Contract Manger for payment of the hours performed. If the time billed is over the hours requested, the Contractor shall delineate the reasons for the overage in the request. The City shall pay the hourly rate of 2.89% of the total contract amount divided by 160, which is the total hours budgeted for additional special function requests within the two-year contract life. The payment will be made to the Contractor within 60 days of the billing notice.

Area of Patrol and Transportation Services

Contractor shall provide patrol, crisis intervention and transportation services within the geographic corporate boundaries of the City of Eugene. CAHOOTS vehicle shall maintain an emphasis in patrolling, servicing and preventative services in the core downtown area.

Types of Services to be Provided

Contractor shall observe, and question any person, while in a public place, that meets any of the criteria referenced below.

Persons Intoxicated/Under Influence of Controlled Substances

If the person is unconscious, Contractor shall request an ambulance from the EPD dispatcher, and stand by to assist the responding emergency medical personnel as necessary.

Under the following conditions if the person is willing, Contractor shall transport him/her to the appropriate licensed or certified **open treatment facility within the City**; 1) The person is conscious but appears mentally ill or intoxicated; 2) Contractor has reasonable cause to believe that the person is dangerous to themselves.

If the person is unwilling to be transported to a treatment center, but appears to be in any of the above states/conditions, or Contractor has reasonable cause to believe the person is dangerous to others, Contractor shall immediately notify the EPD dispatcher to have Police Officers respond, and stand by to assist the officers as necessary.

Contractor has reasonable cause to believe the person is intoxicated or under the influence of a controlled substance while in a public place, Contractor may counsel the person on treatment and detoxification options, and if the person is willing, may transport them to White Bird Clinic, Buckley or other appropriate open facility for further assistance.

Person Needing Non-Medical Care or Treatment for Mental Illness

If a person appears to be in need of care or treatment for mental illness, but not dangerous to themselves or others, Contractor may counsel the person on treatment options and, if the person is willing, transport them to White Bird Clinic, Sacred Heart Hospital – University District or other appropriate open facility within the City of Eugene for further assistance.

If Contractor has probable cause to believe that the person is dangerous to themselves or others, Contractor shall immediately notify the EPD dispatcher to have Police officers respond and stand by to assist as necessary.

Persons in Need of Immediate Shelter

When requested by an EPD dispatcher, Police supervisor or officer, Contractor shall provide transportation to mentally ill or disorientated persons in need of immediate transport to an appropriate open shelter or treatment center, or

provide such persons transportation to and from other open social services agencies or publicly organized and sponsored shelters, such as dusk to dawn sites, within the City of Eugene.

Provision of Services at Direction of the City

All Contractor provided patrol, crisis intervention and transportation services shall be subject to the direction and control of the City. Contractor shall respond to all EPD radio dispatches and contacts from Police personnel requesting Contractor's assistance. Contractor shall immediately suspend the provision of services under this contract when notified to do so by the EPD Program Manager or by an EPD Police supervisor or officer. While providing services under this contract, Contractor shall obey all lawful commands and directions received from Police personnel.

First Aid/Chronic Care/Basic Life Support

Although the City is not contracting for medical services, we recognize the Contractor provides this service through other non-profit programs to the community and it is part White Bird's mission. The City will allow dispatch to first aid, chronic medical aid, and basic life support as the lowest priority. CAHOOTS staff will not provide diagnostic care.

For the purpose of this contract the term "transport" means to provide a courtesy ride to a willing, self-ambulatory person who requires no medical attention or treatment during transport.

Rules of Conduct

While providing services in accordance with this contract, Contractor shall observe the following rules:

Contractor shall not use force while observing, contacting, detaining or transporting persons unless such force is necessary for the protection of a person from bodily harm, and a Police Officer cannot be summoned or cannot respond quickly enough to provide protection.

Contractor shall summon a Police Officer when a dangerous situation appears to exist. Contractor shall request the EPD dispatcher to have an ambulance respond whenever it appears the person(s) contacted need emergency medical treatment.

Contractor shall not provide emergency medical transportation to injured or ill persons except at the express direction of the Eugene Springfield Fire Department emergency medical personnel. However, Contractor may provide first aid and/or basic life support to person(s) in need before the arrival of the Eugene Springfield Fire Department emergency medical personnel.

Under no circumstances shall the vehicles be used by Contractor for personal use or for the transportation of intoxicated person to their place of residence, nor shall it be driven outside the geographic corporate boundaries of the City of

Eugene except at the direction of an EPD dispatcher, Patrol Supervisor or Watch Commander. The vehicles shall be parked at the White Bird Clinic property or City Fleet shop.

Vehicular Accident Reporting

If an employee is involved in a motor vehicle accident in a City vehicle, the following steps should be taken:

If the accident involves an injury, contact 9-1-1 as quickly as possible. If the accident does not involve an injury but does involve a traffic violation, another vehicle, or damage to private property, call the Police non-emergency business number, 682-5111, your immediate supervisor, and Fleet Services. If the accident does not involve an injury, a major traffic violation, another vehicle or damage to private property, call only your immediate supervisor and Fleet Services.

Do not leave the scene of the accident until instructed to do so by your supervisor or Fleet Services. If another vehicle is involved, remain at the scene and obtain all necessary insurance information. A police sergeant must be notified and respond to enter a Blue Team vehicle accident module. Failure to notify a sergeant immediately after an accident and/or any negligent damage may result in damages being repaired at Contractor's expense.

Contact Fleet Services for instructions regarding the transportation and repair of the damaged vehicle. Any damage to a City vehicle should be reported to a supervisor and the Fleet shop supervisor immediately.

Complete a City of Eugene Vehicular Accident Report Form at the accident scene and returned to Risk Services as soon as possible. A supply of these forms is located in the glove compartment of all City vehicles and can also be obtained from Fleet Services.

Complete a standard Department of Motor Vehicles (DMV) Traffic Accident and Insurance Report form and send to Risk Services if the accident involves another vehicle, regardless of the dollar amount of damage or extent of injury. DMV forms can be obtained from Public Works Maintenance, EPD, or at any DMV field office. Risk Services will submit the motor vehicle accident report form to the DMV if the accident meets the reporting criteria established by the State of Oregon. The City Prosecutor's office will be asked to review the circumstances of any accident for the possible issuance of a citation when a police report is taken.

Contractor agrees to use the City vehicles only when they are in service as CAHOOTS service vehicles, or when they are transporting the vehicles to and from maintenance. When the CAHOOTS vehicles are being used for these functions listed above, they shall notify dispatch of their service type, beginning of their shift, to and from calls, at the end of their shift, and to and from maintenance. Any use of the vehicles outside of its CAHOOTS intended purpose is prohibited.

Use of drugs and/or alcohol by Contractor's employees, observer trainees, officers or agents while on duty to provide the services under this contract, and/or reporting to duty with a noticeable presence or effects of alcohol or drugs is prohibited.

Statistical Reporting

Each month, Contractor will provide the City a summary of calls. The report will include if the activity was an EPD or ESD divert (CAHOOTS handling instead of City personnel) or if it's a joint response; time on call; disposition; and if transport – pick up location, client problem, time, estimated age of client, sex of client, destination of transport, and any pertinent history/treatment

Medical Protocols

Contractor shall provide current medical protocols to the City. If medical protocols are updated, contractor must provide updated protocols within 7 days of updating.

Exhibit C

Compensation Schedule

Compensation Base

City will compensate contractor up to \$778,176 for services provided July 1, 2018 through June 30, 2019:

Payment Schedule:

- | | |
|--------------------------------|-------------------------|
| • July 1, 2018 – June 30, 2019 | Not to exceed \$778,176 |
| • July 1, 2019 – June 30, 2020 | Not to exceed \$785,371 |
| • July 1, 2020 – June 30, 2021 | Not to exceed \$802,137 |
| • July 1, 2021 – June 30, 2022 | Not to exceed \$819,270 |
| • July 1, 2022 – June 30, 2023 | Not to exceed \$835,656 |

City will make payments within thirty (30) days of receipt of a properly submitted invoice. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.

Contractor will submit invoices monthly by the 10th of each month following the services provided.

Invoices

Contractor to send invoices by mail or email (preferred) to the following:

City of Eugene
PO Box 11110
Eugene, OR 97440
AP@ci.eugene.or.us

After the Agreement has been executed by both parties, City may provide Contractor with a Purchase Order number.

Contractor must include the Purchase Order number on invoices.

White Bird Clinic CAHOOTS Operating		EPD Allocated							
Budget		Actual	Actual	Portion	4% COLA	2% COLA	2% COLA	2% COLA	2% COLA
Personnel	Category	FY 16-17	FY 17-18	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY21-22	FY 22-23
	Salaries	\$ 745,486	\$ 999,861	\$ 490,903	\$ 510,539	\$ 520,750	\$ 531,165	\$ 541,788	\$ 552,624
	Taxes	\$ 90,332	\$ 104,597	\$ 51,354	\$ 53,408	\$ 54,476	\$ 55,566	\$ 56,677	\$ 57,811
	Fringe	\$ 127,219	\$ 191,302	\$ 93,924	\$ 97,681	\$ 99,634	\$ 101,627	\$ 103,660	\$ 105,733
	Personnel Subtotal	\$ 963,037	\$ 1,295,760	\$ 636,181	\$ 661,628	\$ 674,860	\$ 688,358	\$ 702,125	\$ 716,167
	Materials and Services								
	PROGRAM SUPPLIES	\$ 40,094	\$ 41,271	\$ 20,263	\$ 20,871	\$ 21,497	\$ 22,142	\$ 22,806	\$ 23,262
	PROGRAM SERVICES	\$ 3,331	\$ 4,600	\$ 2,258	\$ 2,326	\$ 2,396	\$ 2,468	\$ 2,542	\$ 2,593
	CONTRACT SERVICES	\$ 6,677	\$ 45,656	\$ 22,416	\$ 11,186	\$ 5,761	\$ 5,933	\$ 6,111	\$ 6,234
	LEGAL SERVICES	\$ 2,715	\$ 3,238	\$ 1,590	\$ 1,637	\$ 1,687	\$ 1,737	\$ 1,789	\$ 1,825
	AUDIT AND CONSULTING	\$ 8,211	\$ 22,566	\$ 11,079	\$ 11,412	\$ 11,754	\$ 12,107	\$ 12,470	\$ 12,719
	UTILITIES	\$ 8,696	\$ 9,520	\$ 4,674	\$ 4,814	\$ 4,959	\$ 5,107	\$ 5,261	\$ 5,366
	BLDG MAINTENANCE	\$ 14,806	\$ 12,386	\$ 6,081	\$ 6,264	\$ 6,452	\$ 6,645	\$ 6,844	\$ 6,981
	COMMUNICATIONS	\$ 11,245	\$ 8,758	\$ 4,300	\$ 4,429	\$ 4,562	\$ 4,699	\$ 4,840	\$ 4,936
	ADVERTISEMENT & PR	\$ 971	\$ 528	\$ 259	\$ 267	\$ 275	\$ 283	\$ 292	\$ 298
	OFFICE SUPPLIES & POSTAGE	\$ 6,143	\$ 8,807	\$ 4,324	\$ 4,454	\$ 4,587	\$ 4,725	\$ 4,867	\$ 4,964
	PRINTING & COPYING	\$ 685	\$ 2,073	\$ 1,018	\$ 1,048	\$ 1,080	\$ 1,112	\$ 1,146	\$ 1,168
	COMPUTER EXPENSE	\$ 19,928	\$ 25,494	\$ 12,517	\$ 12,892	\$ 9,279	\$ 9,557	\$ 9,844	\$ 10,041
	SMALL EQUIP & FURNITURE	\$ 1,710	\$ 1,703	\$ 836	\$ 861	\$ 887	\$ 914	\$ 941	\$ 960
	TRAVEL & TRANSPORTATION	\$ 1,010	\$ 6,555	\$ 3,218	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622	\$ 3,695
	TRAINING & MEETINGS	\$ 8,175	\$ 10,022	\$ 4,921	\$ 5,068	\$ 5,220	\$ 5,377	\$ 5,538	\$ 5,649
	LICENSES/FEES/SUBSCRIPTIONS	\$ 1,240	\$ 2,930	\$ 1,439	\$ 1,482	\$ 1,526	\$ 1,572	\$ 1,619	\$ 1,651
	INSURANCE MALPRACTICE	\$ 2,408	\$ 12,837	\$ 6,303	\$ 6,492	\$ 6,686	\$ 6,887	\$ 7,094	\$ 7,235
	INSURANCE	\$ 5,316	\$ 4,723	\$ 2,319	\$ 2,388	\$ 2,460	\$ 2,534	\$ 2,610	\$ 2,662
	INSURANCE OTHER	\$ 1,443	\$ 1,985	\$ 975	\$ 1,004	\$ 1,034	\$ 1,065	\$ 1,097	\$ 1,119
	DEPRECIATION EXPENSE	\$ 4,565	\$ 17,310	\$ 8,499	\$ 8,754	\$ 9,016	\$ 9,287	\$ 9,565	\$ 9,757
	FUNDRAISING	\$ 6,754	\$ 2,005	\$ 984	\$ 1,014	\$ 1,044	\$ 1,076	\$ 1,108	\$ 1,130
	FACILITIES	\$ 10	\$ 523	\$ 257	\$ 264	\$ 272	\$ 281	\$ 289	\$ 295
	M&S Subtotal	\$ 156,133	\$ 245,490	\$ 120,528	\$ 111,977	\$ 105,848	\$ 109,024	\$ 112,295	\$ 114,540
	Non-Operational								
	Interest Expense	\$ 10,383	\$ 9,039	\$ 4,438	\$ 4,571	\$ 4,662	\$ 4,756	\$ 4,851	\$ 4,948
	Non-Op Subtotal	\$ 10,383	\$ 9,039	\$ 4,438	\$ 4,571	\$ 4,662	\$ 4,756	\$ 4,851	\$ 4,948
	Total Expenses	\$ 1,129,553	\$ 1,550,289	\$ 761,147	\$ 778,176	\$ 785,371	\$ 802,137	\$ 819,270	\$ 835,656