

W. S. D. I.

Memorandum Date: May 19, 2004

Order Date: June 2, 2004

TO: Board of County Commissioners

DEPARTMENT: Children and Families

PRESENTED BY: Alicia Hays, Department Director

AGENDA ITEM TITLE: ORDER AND RESOLUTION IN THE MATTER OF AWARDING A \$153,706 CONTRACT TO RMC RESEARCH CORPORATION TO PROVIDE EVALUATION SERVICES TO THE FAMILY VIOLENCE RESPONSE INITIATIVE AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE THE CONTRACT.

I. PROPOSED MOTION

MOVE APPROVAL OF THE ORDER AND RESOLUTION IN THE MATTER OF AWARDING A \$153,706 CONTRACT TO RMC RESEARCH CORPORATION TO PROVIDE EVALUATION SERVICES TO THE FAMILY VIOLENCE RESPONSE INITIATIVE AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE THE CONTRACT.

II. ISSUE OR PROBLEM

The Board of County Commissioners must approve contract awards over \$50,000. Authority must also be delegated to the County Administrator to execute these contracts.

III. DISCUSSION

A. Background/Analysis

The U.S. Department of Justice (DOJ) grant funded project, Family Violence Response Initiative (FVRI), is one of six demonstration sites for a multi-year national initiative, also known as the Greenbook Initiative. The local demonstration site is a partnership between local courts, Child Welfare, Parole & Probation, and Womenspace. The project staff and grant administration is housed in the Department of Children and Families.

While the Initiative was intended to last for five years, the federal partners (DOJ and the U.S. Dept. of Health & Human Services) initially commit only three years of funding. In the spring of 2003, the federal partners extended their commitment to the Initiative for another two years (through the fall of 2006).

The Department of Children & Families (DCF) first contracted with RMC in May of 2001 to serve as the Local Research Partner as directed by the terms of the grant award with the DOJ. The multi-site demonstration project required both local evaluation services and partnership with the national cross-site evaluation. Since May of 2001, RMC has filled the initiative's local research requirements and served as liaison to the cross-site evaluation. The DOJ approved RMC as the site's Local Research Partner.

RMC was the only respondent to the original RFP. The scope or nature of work has not changed since that time. RMC has experience with national demonstration projects with cross-site evaluations. We are aware of no other vendor in our area with the depth and combination of experience in family violence research and national cross-site evaluations. RMC has received Institutional Review Board approval for the evaluation process necessary for both the national

and local evaluation. (The IRB reviews the evaluation process to assure that no harm comes to human subjects.) RMC serves as FVRI's liaison to the cross-site national evaluation being conducted. RMC helped to create the design and is an important partner of the national evaluation. The national evaluation is dependent on the expertise of RMC and their history with this initiative. The local initiative is currently in the middle of data collection that both the local and national project are dependent upon. The data collection requires the IRB approval held by RMC as well as the multiple working agreements with the initiative partners Child Welfare, Womenspace, the Child Advocacy Center, and several local batterer intervention programs.

B. Alternatives/Options

1. Adopt the Order to approve the contract award and to delegate authority to the County Administrator to execute the contract for \$153,706 with RMC Research Corporation for evaluation services.
2. Return the request to the Department for further refinement and consideration.
3. Reject the Order.

C. Recommendation

Option 1: Adopt the Order.

IV. IMPLEMENTATION/TIMING

The contract, if approved by the Board, will be processed for immediate execution.

IV. ATTACHMENTS

- A: Contract
- B: CAO Waiver of Competitive Process

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER) ORDER AND RESOLUTION IN THE MATTER OF
) AWARDING A \$153,706 CONTRACT TO RMC
 RESEARCH CORPORATION TO PROVIDE EVALUATION
 SERVICES TO THE FAMILY VIOLENCE RESPONSE
 INITIATIVE AND DELEGATING AUTHORITY TO THE
 COUNTY ADMINISTRATIVE OFFICER TO EXECUTE THE
 CONTRACT

WHEREAS, the Lane County Commission on Children and Families (LCCCF) has been awarded funding by a collaborative of federal agencies to implement the Family Violence Response Initiative (FVRI) in Lane County, and

WHEREAS, the federal partners have mandated that an in-depth, on-going evaluation be performed on this demonstration project, and

WHEREAS, RMC Research Corporation is a sole source provider of these services for the FVRI project, as established in May 2004, and choice of contractor was approved by the federal partners, and

NOW THEREFORE IT IS HEREBY ORDERED that the Board of County Commissioners approve the contract award of \$153,706 to RMC Research Corporation to perform evaluation services for FVRI in Lane County; and delegates authority to the County Administrator to execute this contract.

APPROVED this 2nd day of June 2004.

Bobby Green, Sr., Chair
BOARD OF LANE COUNTY COMMISSIONERS

APPROVED AS TO FORM
Date 5/24/04 of Lane County
[Signature]
OFFICE OF LEGAL COUNSEL

ORDER AND RESOLUTION IN THE MATTER OF AWARDING A \$153,706 CONTRACT TO RMC RESEARCH CORPORATION TO PROVIDE EVALUATION SERVICES TO THE FAMILY VIOLENCE RESPONSE INITIATIVE AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE THE CONTRACT.



Lane County Department of Children and Families

125 East 8th Ave./Eugene, OR 97401-2922 Phone: (541) 682-4671/Fax:(541) 682-7494
www: <http://co.lane.or.us/ccf>

DATE: May 19, 2004
TO: Bill VanVactor
FR: Alicia Hays
RE: Request waiver of competitive process for professional services contract

Please consider the following request to waive the competitive process to extend a professional services contract with RMC Research Corporation (RMC). The U.S. Department of Justice (DOJ) grant funded project, Family Violence Response Initiative (FVRI) is one of six demonstration sites for a multi-year national initiative. We began our relationship with RMC in May of 2001 when RMC was awarded a contract to serve as our Local Research Partner as directed by the terms of our grant award with the DOJ. RMC fulfills the initiative's local research requirements and serves as liaison and partner to the national initiative's cross-site evaluation.

In the original RFP (March 2001), we stated that "up to \$162,500 is anticipated for the entire multi-year evaluation expected to extend through November 30, 2003." RMC was the only respondent to the RFP. The RFP indicated the original contract term would be from 5/15/01 through 11/30/01 and be renewable for an additional two years.

In the third year of the project (FY 03-04), the funds needed for Local Research Partner activities exceeded the \$162,500 indicated in the RFP. In its 6/18/03 Budget Adoption Order, the BCC approved an additional contract period from 07/01/03 - 06/30/04 for \$67,715. This brought the total funds for this contract to \$185,291, exceeding the RFP by \$22,291. In July of 2003, you approved our request to waive the competitive process for the remainder of the third year of the project.

In the summer of 2003, the federal partners (DOJ and HHS) agreed to funding the multi-site initiative for another two years (through the fall of 2006). The initiative was always intended to be a five year project, though funding initially could only be committed for the first three years.

The Lane Manual states in LM 21.118 subsection 4 that the County Administrator may waive competitive selection in certain circumstances.

LM 21.118 (4) Waiver. The selection procedures described above may be waived by the County Administrator prior to selection of the personal or professional services contractor or to permit an amendment in excess of the 50 percent limit of LM 21.118(2) above for any of the following reasons:

- (a) An emergency exists which could not have been reasonably foreseen and which requires prompt execution of a contract, or*
- (b) The contractor is the only person within a reasonable area who performs this type of work, or*
- (c) When good cause is demonstrated to the County Administrator, such that he or she believes award of the contract without utilizing the selection procedures is in the public's interest.*

We request that you waive any competitive selection under (b) and (c) through the completion of the Family Violence Response Initiative, anticipated in November 2006, based on the following:



Lane County Department of Children and Families

125 East 8th Ave./Eugene, OR 97401-2922 Phone: (541) 682-4671/Fax:(541) 682-7494
www: <http://co.lane.or.us/ccf>

- RMC was the only respondent to the original RFP. The scope or nature of work has not changed since the original RFP.
- RMC has experience with national demonstration projects with cross-site evaluations. We are aware of no other vendor in our area with the depth and combination of experience in family violence research and national cross-site evaluations.
- RMC has received Institutional Review Board approval for the evaluation process necessary for both the national and local evaluation. (The IRB reviews the evaluation process to assure that no harm comes to human subjects.)
- RMC was approved by the DOJ. Any change would have to meet their approval as per our award agreement.
- RMC serves as FVRI's liaison to the cross-site national evaluation being conducted. RMC helped to create the design and is an important partner of the national evaluation. The national evaluation is dependent on the expertise of RMC and their history with this initiative.
- We are currently in the middle of data collection that both the local and national project are dependent upon. The data collection requires the IRB approval held by RMC as well as the multiple working agreements with the initiative partners (Child Welfare, Womenspace, the Child Advocacy Center, and several local batterer intervention programs.) The partners have granted RMC access to their confidential records.
- Making a change at this point would devastate the project and put our local efforts back by at least 6 months; it would also halt the national evaluation collection and analysis of cross-site data. This data is necessary not only to the progress of the national initiative, but also to the efforts of the federal partners to secure funding for similar efforts in future years.
- A change in vendor would be very costly requiring cuts to sub-contracts and project staff, these budget changes would require approval by the DOJ.
- Such a disruption in the local initiative and national evaluation may jeopardize current and future funding from DOJ for this effort. The loss of current or future funding would affect all partners in this collaborative partnership.

Thank you for considering this request,

A handwritten signature in black ink, appearing to read "Alicia Hays".

Alicia Hays
Director

Request to waive competitive process for professional services contract with RMC Research Corporation as described in this memo is approved.

William A. VanVector

Date

**LANE COUNTY DEPARTMENT OF CHILDREN AND FAMILIES
PROFESSIONAL SERVICES CONTRACT
(With Indemnity)**

Between

RMC Research Corporation and LANE COUNTY

EFFECTIVE DATE OF AGREEMENT: May 1, 2004

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and RMC Corporation hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the type of professional evaluation services, knowledge, skills and experience possessed by CONTRACTOR,

WHEREAS, CONTRACTOR desires to provide professional evaluation services;

NOW THEREFORE, the parties agree:

1. Contractor shall perform the professional evaluation services for County as described in Contractor's workplans, attached and incorporated by this reference as Exhibit B.
2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.
3. In consideration for Contractor's performance, County agrees to pay the fee as set forth in the "Budget Summary", attached and incorporated by this reference as Exhibit C.
4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.
5. The contract period shall be from May 1, 2004 through November 30, 2006.

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

1. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, CONTRACTOR is acting as and assumes liability of an independent contractor as to any claims between COUNTY and CONTRACTOR. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.

2. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employes Retirement System benefits from this contract payment.

3. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY.

4. The CONTRACTOR, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

5. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

6. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as it fully set forth herein.

7. The CONTRACTOR agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by CONTRACTOR or its officers, employees, subcontractors, or agents under this contract.

8. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

9. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.

10. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

11. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and

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

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

13. The COUNTY shall not be obligated to pay any amount greater than that stated above.

14. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

15. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

a.) The location of the arbitration shall be in Eugene, Oregon;

b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;

c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and

d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

16. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The County may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

17. Waiver. Failure of the County to enforce any provision of the contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

18. Severability. If any provision of this contract is declared by a court to 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 provision held to be invalid.

19. Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby deemed waived, superseded and abandoned.

LANE COUNTY, OREGON

DATE: _____

By _____

WILLIAM A. VAN VACTOR
County Administrator

CONTRACTOR

DATE: _____

By _____

Title _____

Address _____

Business Id. No _____

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL

EXHIBIT A
LANE MANUAL

LANE MANUAL CHAPTER 21.130

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

- (1) AGENCY shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- (2) AGENCY shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.
- (3) AGENCY shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.
- (4) AGENCY and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or material furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.
- (6) AGENCY shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.
- (7) For all public contracts, with certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
 - (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
 - (c) All work performed on the days specified in ORS 279.334.For personal/professional service contracts as defined in ORS 279.051, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.
Contractor shall follow all other exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.
Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public work shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279.365.
- (9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- (10) AGENCY shall comply with all federal, state, and local laws and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, August 1990 on pages 6-7. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a

condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specifies in ORS 279.318 to handle the situation.

- (11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279.328. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279.330 and OAR 137-40-020.
- (12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.
- (13) By execution of this contract, contractor certifies, under penalty of per jury that:
 - (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in Ors 305.380(4), and
 - (b) AGENCY has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
- (14) AGENCY agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.
- (15) AGENCY agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.
- (16) AGENCY agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
- (17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- (18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
- (19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction AGENCY's Board registration or Landscape AGENCY's Board License, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.
- (20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tape, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable efforts to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the AGENCY.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County recycled paper policy, utilizing recycled paper which meets functional and availability requirements and where the price is within five percent of non-recycled paper.

The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

EXHIBIT B
WORKPLAN FOR SERVICES



R E S E A R C H
C O R P O R A T I O N

MEMO

Date: April 28, 2004
To: Jennifer Inman
From: Audrey Block
cc: Diana Avery
RE: Additional activities/budget for FVRI Year 3

Here are a list of tasks that I will conduct with additional evaluation funds for Year 3 of the FVRI project:

- Finalize quarterly batterer intervention report; attend April 30 meeting of the Batterer Intervention Committee (8 hours)
- Write up "paperdoll" exercise (4 hours)
- Finalize Child Advocacy Center case file review report (4 hours)
- Attend federal site visit in May (8 hours)
- Present Child Welfare case file review data and Womenspace focus group data at Lane County MDT meeting on May 3 (6 hours)
- Present Child Welfare case file review data and Womenspace focus group data at DHS meeting in Salem (per Lois Day's request) (6 hours)
- Participate in monthly conference calls (4 hours)
- Analyze Child Welfare client interview data (8 hours)

Total costs for these tasks would be \$4534.

Please let me know if you have any questions. Thank you.

Projected Activities of the Local Research Partner: FY 2004–2005 Lane County Oregon

Project Local Research Partner (LRP) activities for Year 4 of the grant are focused on seven broad tasks. These tasks are briefly described in the paragraphs below.

Task 1: Update System Descriptions

RMC Research will continue to collect and review key documents developed by each of the four key systems involved in FVRI. Other informative documents about issues affecting these systems have also been collected (i.e., information about how the state budget deficit has affected the child welfare, judicial, and corrections systems). RMC Research will update descriptive case studies of each system that illustrate the current practice of each system. The case studies reflect how the systems work individually and in collaboration with other systems and service providers to serve families impacted by domestic violence and child maltreatment. They will also reflect the changes that have occurred in the systems over the course of the grant.

Task 2: Collect Follow-up Case Review Data

Near the beginning of Year 4, RMC Research will repeat the case review data collection process that took place in Year 3. This will entail drawing a random selection of child protection cases that opened in 2003 and gathering data on variables including the allegations made, including domestic violence; whether children witnessed the domestic violence; characteristics of the families; and how the cases were handled by DHS Child Welfare staff (e.g., whether safety planning took place and what service referrals were made by caseworkers).

During Year 4 RMC Research will also obtain permission from one or more batterer intervention providers to recruit clients for focus groups or individual interviews.

Task 3: Conduct Data Analysis

Data from the case review task will be analyzed using both quantitative and qualitative analysis techniques. Data analysis will include a comparison of data collected during the first round of case review to that collected during the follow-up case review. Data from the focus groups with batterers will be analyzed using qualitative analysis techniques.

The LRP will be available to present the findings from the data analysis upon request.

Task 4: Collaborate with the NET

The LRP will attend and participate in workgroups, conference calls, and LRP/NET meetings, as requested. The LRP will also assist the NET liaison to collect data as requested.

Task 5: Attend FVRI Meetings as Requested

The LRP will attend and participate in FVRI Executive Committee and Advisory Group meetings and other meetings as requested.

Task 6: Conduct Special Activities and Provide Technical Assistance

The LRP will provide technical assistance related to evaluation and will conduct special evaluation activities as determined by the project co-coordinators. For example, as part of the case review data collection, the LRP collected and analyzed data for cases referred to the Child Advocacy Center for interviews.

The LRP will continue to provide technical assistance to batterer intervention providers related to use of the web-based shared database, data entry, and use of standard reports developed for the database.

The LRP will continue to attend and contribute to an ad hoc group, the batterer accountability data review group, which meets quarterly to examine domestic violence conviction data, contempt of court findings for restraining order violations, and rates of referral to Lane County Parole and Probation, the Alcohol, Drug, and Offender Program, and individual batterer intervention programs for evaluation and treatment.

Task 7: Prepare Reports

The LRP will prepare a report describing the results of the second wave of case file review and will also prepare a report summarizing the findings from interviews with DHS Child Welfare clients (data collection in process) and from focus groups with batterers.

5/18/04
WORK plan
for July 1, 2005 -
NOV 30, 2006
In process
of developmt

EXHIBIT C
BUDGET

RMC May 1, 2004 - Nov 30, 2006		
May 1, 2004 - Jun 30, 2005	\$4,534	add on for year three
Jul 1, 2005 - Jun 30, 2006	\$73,100	year four
July 1, 2006 - Nov 30, 2006	\$76,072	year five and final reports
	\$153,706	

Quote detail attached

RMC Research Corporation - Portland, Oregon
 Budget Summary
 Lane County FVRI Add On

May 1, 2004 - June 30, 2004

All Tasks Related to Contract

TOTAL COST

Direct Labor		
as summarized in labor detail		\$1,941
Overhead @ 79% of Direct Labor		\$1,533
Other Direct Costs		
Travel as summarized in travel detail		
Communication/telephone	\$368	\$368
Postage/overnight shipments	\$0	\$19
Duplication/supplies	\$0	\$24
Equipment, leases, misc. (lease of computer dedicated .40 time)	\$0	\$19
	\$0	\$0
Total Other Direct Costs		\$431
Labor + Overhead + Other Direct Costs		\$3,905
General Services & Administration @ 8 %		\$312
Total RMC Research Costs		\$4,218
Fee @ 7.5 %		\$316
TOTAL ESTIMATED BUDGET		\$4,534

Explication of Other Direct Cost Estimates

\$.40/estimated cost per professional hour for telephone/communications

\$.50/estimated cost per professional hour for shipping/postage

\$.40/estimated cost per professional hour for duplication/supplies

RMC Research Corporation - Portland, Oregon
 Budget Summary
Lane County FVRI Add On

May 1, 2004 - June 30, 2004

All Tasks Related to Contract

	Total Number of Hours	Labor Displayed In Days	Labor Dollars for Task	% FTE
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DIRECT LABOR

Professional Staff

Audrey J. Block 48 6 \$1,840 0.04

Subtotal of Professional days 48 6 \$1,840 0.04

TBS - Program Assistant 0 0 \$0 0.00

Cost of living at 5.5% \$101

LABOR/TASK SUBTOTAL

\$1,941

April 28, 2004

Scope of Work

- Task 1: Meet with NCASAA staff
- Task 2: Implement sampling strategy
- Task 3: Review documents
- Task 4: Conduct follow-up data collection
- Task 5: Conduct data analysis & prepare reports

RMC Research Corporation - Portland, Oregon
 Travel Budget Summary
 Lane County **FVRI** Add On

May 1, 2004 - June 30, 2004

All Tasks Related to Contract

	NUMBER OF STAFF	NUMBER OF TRIPS	DURATION OF TRIP	TRANSPORTATION		LODGING		SUBSISTENCE		GROUND TRANSP.	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total
TRAVEL TO LOCATIONS LISTED BELOW *											
Portland to Eugene (1 person - 1 day trips by personal auto at \$.375/mile)	1	3	1	\$0	\$0	\$0	\$0	\$10	\$30	\$94	\$281
Portland to Salem (1 person - 1 day trip by personal auto at \$.375/mile)	1	1	1	\$0	\$0	\$0	\$0	\$10	\$10	\$47	\$47
CATEGORY SUBTOTALS				\$0	\$0	\$0	\$0	\$40	\$40	\$328	\$328
TOTAL STAFF TRAVEL				\$368							

* based on Federal Travel Regulations dated January 2004

April 28, 2004

RMC Research Corporation - Portland, Oregon
 Budget Summary

COLLABORATIONS TO ADDRESS DOMESTIC VIOLENCE AND CHILD MALTREATMENT
Evaluation of Lane County Family Violence Response Initiative (FVRI)
 YEAR 4 - July 1, 2004 - June 30, 2005

ALL TASKS IDENTIFIED IN SCOPE OF WORK

TOTAL COST

DIRECT LABOR		
as summarized in labor detail		
		\$31,415
LABOR/TASK SUBTOTAL		
		\$24,818
OVERHEAD @ 79% of DIRECT LABOR		
OTHER DIRECT COSTS		
Travel as summarized in travel detail	\$4,430	\$4,430
Communication/telephone	\$0	\$384
Postage/overnight shlpments	\$0	\$480
Duplication/supplies	\$0	\$384
Equipment (computer system dedicated 1/4 time)	\$802	\$802
Fee for an IRB review/Portland State University	\$250	\$250
TOTAL OTHER DIRECT COSTS		\$6,730
LABOR + OH + ODC		\$62,963
G & A @ 8 %		\$5,037
TOTAL COSTS		\$68,000
FEE @ 7.5 %		\$5,100
TOTAL \$ FOR YEAR 4		\$73,100

EXPLICATION OF OTHER DIRECT COSTS

- \$.40/estimated cost per professional hour for communications
- \$.50/estimated cost per professional hour for postage
- \$.40/estimated cost per professional hour for duplication/supplies
- Computer system dedicated .25 to program - \$802

May 18, 2004

RMC Research Corporation - Portland, Oregon

Labor Summary

COLLABORATIONS TO ADDRESS DOMESTIC VIOLENCE AND CHILD MALTREATMENT

Evaluation of Lane County Family Violence Response Initiative (FVRI)

YEAR 4 - July 1, 2004 - June 30, 2005

ALL TASKS IDENTIFIED IN SCOPE OF WORK

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Number of Days	Labor Displayed In Hours	Dollars for Year 4	FTE*
DIRECT LABOR										
<i>Professional Staff</i>										
Audrey J. Block	0	0	0	0	0	48	48	384	\$14,719	0.20
Gillian Leitchling	0	0	0	0	0	40	40	320	\$6,944	0.17
Chandra Lewis	0	10	0	0	0	10	10	80	\$1,511	0.04
Jennifer Lembach	0	0	10	0	0	10	10	80	\$1,513	0.04
Trey Guy	0	0	0	0	10	0	10	80	\$1,990	0.04
Karla Wadason	0	0	0	0	0	2	2	16	\$364	0.01
							108			
	<i>Subtotal of Professional Days</i>									
Lori Stevert-Senior Program Assistant	2	1.5	0	1.5	2	4	11	88	\$1,934	0.05
Data Entry	0	7	0	0	0	0	7	56	\$802	0.03
Cost of living at 5.5%									\$1,638	
LABOR/TASK SUBTOTAL									\$31,415	

* FTE based on 1680 hours for 12 months

- Task 1 - Update system descriptions
- Task 2 - Collect follow-up case review data
- Task 3 - Conduct data analysis
- Task 4 - Collaborate with NET
- Task 5 - Conduct special activities
- Task 6 - Prepare final report

May 18, 2004

RMC Research Corporation - Portland, Oregon
 Travel Summary
COLLABORATIONS TO ADDRESS DOMESTIC VIOLENCE AND CHILD MALTREATMENT
 Evaluation of Lane County Family Violence Response Initiatives (FVRI)

YEAR 4 - July 1, 2004 - June 30, 2005

ALL TASKS IDENTIFIED IN SCOPE OF WORK

SITE VISITS	NUMBER OF STAFF	NUMBER OF TRIPS	DURATION OF TRIP	TRANSPORTATION		LODGING		SUBSISTENCE		GROUND TRANSP.	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total
Portland to Eugene (1 person - 1 day trips by personal auto at \$.375/mile)	1	18	1	\$0	\$0	\$0	\$0	\$12	\$216	\$94	\$1,688
Portland to Eugene (1 person - 2 day trips by personal auto at \$.375/mile)	1	4	2	\$0	\$0	\$62	\$248	\$43	\$344	\$94	\$375
Portland to Eugene (2 person - 2 day trips by personal auto at \$.375/mile)	2	4	2	\$0	\$0	\$62	\$496	\$43	\$688	\$94	\$375
CATEGORY SUBTOTALS				\$0	\$0	\$744	\$744	\$1,248	\$1,248	\$2,438	\$2,438
TOTAL STAFF TRAVEL		\$4,430	Transportation	\$2,438	Total lodging & per diem	\$1,992					

* based on Federal Travel Regulations dated January 2004

May 18, 2004

RMC Research Corporation - Portland, Oregon

Budget Summary

COLLABORATIONS TO ADDRESS DOMESTIC VIOLENCE AND CHILD MALTREATMENT*Evaluation of Lane County Family Violence Response Initiative (FVRI)*

YEAR 5 - July 1, 2005 - November 30, 2006 (17 months)

ALL TASKS IDENTIFIED IN SCOPE OF WORK

	TOTAL COST
DIRECT LABOR as summarized in labor detail	
LABOR/TASK SUBTOTAL	\$32,720
OVERHEAD @ 79% of DIRECT LABOR	\$25,849
OTHER DIRECT COSTS	
Travel as summarized in travel detail	\$4,430
Communication/telephone	\$0
Postage/overnight shipments	\$0
Duplication/supplies	\$0
Equipment (computer system dedicated 1/4 time)	\$802
Fee for an IRB review/Portland State University	\$250
Cost of living increase on Other Direct Costs at 3.5% for year 5	\$235
TOTAL OTHER DIRECT COSTS	\$6,954
LABOR + OH + ODC	\$65,523
G & A @ 8 %	\$5,242
TOTAL COSTS	\$70,765
FEE @ 7.5 %	\$5,307
TOTAL \$ FOR YEAR 5	\$76,072

EXPLICATION OF OTHER DIRECT COSTS

\$.40/estimated cost per professional hour for communications

\$.50/estimated cost per professional hour for postage

\$.40/estimated cost per professional hour for duplication/supplies

Computer system dedicated .25 to program - \$802

May 18, 2004

RMC Research Corporation - Portland, Oregon
 Travel Summary
COLLABORATIONS TO ADDRESS DOMESTIC VIOLENCE AND CHILD MALTREATMENT
Evaluation of Lane County Family Violence Response Initiative (FVRI)

YEAR 5 - July 1, 2005 - November 30, 2006 (17 months)

ALL TASKS IDENTIFIED IN SCOPE OF WORK

SITE VISITS	NUMBER OF STAFF	NUMBER OF TRIPS	DURATION OF TRIP	TRANSPORTATION		LODGING		SUBSISTENCE		GROUND TRANSP.	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total
Portland to Eugene (1 person - 1 day trips by personal auto at \$.375/mile)	1	18	1	\$0	\$0	\$0	\$0	\$12	\$216	\$94	\$1,688
Portland to Eugene (1 person - 2 day trips by personal auto at \$.375/mile)	1	4	2	\$0	\$0	\$62	\$248	\$43	\$344	\$94	\$375
Portland to Eugene (2 person - 2 day trips by personal auto at \$.375/mile)	2	4	2	\$0	\$0	\$62	\$496	\$43	\$688	\$94	\$375
CATEGORY SUBTOTALS					\$0		\$744		\$1,248		\$2,438
TOTAL STAFF TRAVEL					\$4,430	Transportation	\$2,438	Total lodging & per diem			\$1,992

* based on Federal Travel Regulations dated January 2004

May 18, 2004

EXHIBIT D
INSURANCE FORMS

INSURANCE COVERAGES REQUIRED

AGENCY shall not commence any work until AGENCY obtains, at AGENCY's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits form and amount. *Certificates of insurance for the period covered by this agreement must be on file in the Department on Children and Families office prior to execution and payment of the agreement.*

The types of insurance AGENCY is required to obtain or maintain for the full period of the contract will be:

- COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input checked="" type="checkbox"/> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.370),
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> limits presently at \$500,000
<input checked="" type="checkbox"/> Contractual Liability	<input type="checkbox"/> per occurrence
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Other
<input type="checkbox"/> Owners & Agencies' Protective	

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

- AUTOMOTIVE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles. Required if staff travel or participant transportation are included in contracted service.

LIMITS

- \$1 million per occurrence
 Not less than the limits of the Oregon Tort Claims Act (ORS 30.270), currently at \$500,000 per occurrence
 Other

- PROFESSIONAL LIABILITY** insurance with limits not less than \$_____.

- ADDITIONAL INSURED CLAUSE: CONTRACTOR** shall name the State of Oregon, DHS, Lane County, and their divisions, officers, agents, and employees as additional insured, on a primary basis, on any insurance policies required herein with respect to the CONTRACTOR'S activities performed under this contract.

- WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by AGENCY shall also carry Workers' Compensation and Employer's Liability coverage.

EMPLOYERS LIABILITY

- Limits of \$500,000

- BUILDERS RISK** insurance special form. Limits to be the value of the contract or \$_____.

- FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditure of funds. Limit \$10,000 per employee.

Any questions concerning insurance and indemnity should be directed to the County Risk Manager at (503) 682-4286