



BOARD OF COMMISSIONERS  
Agenda Item Summary

Agenda Category:	Item No:
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**Meeting Date:** January 11<sup>th</sup>, 2021

**Originating Department:** Aaron Hartman, Community Corrections

**Issue:** In the matter of approving, and allowing the director to sign, a contract between Community Corrections and Sacred Sol Healing for facilitation of grant funded focus groups.

**Background:** Klamath County was awarded the 2021-2023 CJC Justice Reinvestment Grant. As part of the application, Klamath County stated they would conduct focus groups on the grant programs with the goal of receiving feedback from historically underserved populations with lived experience in the criminal justice system. The grant allocated funds for this project and Community Corrections budgeted for the rest.

**Fiscal Impact:** An annual expenditure not to exceed \$48,000.00 – \$37,500 from the Community Corrections JRI budget and \$10,500.00 from the Community Corrections operating budget.

**Recommended Motion:** Motion to approve, and allow the director to sign, a contract between Community Corrections and Sacred Sol Healing for facilitation of grant funded focus groups. Fiscal Impact: An annual expenditure not to exceed \$48,000.00 – \$37,500 from the Community Corrections JRI budget and \$10,500.00 from the Community Corrections operating budget.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Commissioner

Approved   
Denied

Approved   
Denied

Approved   
Denied

**Contract for Services**  
**Between**  
**Klamath County Community Corrections (KCCC)**  
**And**  
**Sacred Sol Healing Institute (Contractor)**

**Background.** The Criminal Justice Commission (CJC) awarded Klamath County the Justice Reinvestment Grant for July 1 – 2021 – June 30, 2023. As part of their application, Klamath County stated they would seek out feedback from historically underserved populations participating in one of the grant funded programs.

**Scope of Work.** Facilitator to provide focus groups to justice-involved-individuals (JIIs) who have been through, or are currently involved in, KJAC’s JRI grant funded programs. These programs are CPOD, Pretrial, and KEBS.

- Participants will be surveyed before hand to collect program feedback and demographics.
- Data from the group will be anonymous to protect the integrity of the group and the privacy of the individual.
- Group sizes should be six to ten participants.

Community Corrections will provide the following:

- Identify and engage JIIs from each program with the Acceptance and Discrimination Survey. Those who take the survey will be provided a time and place for a follow up focus group. This will ensure anonymity between participants and Community Corrections.
- Exhibit A: focus groups questions

Contractor will provide the following:

- 2 – 3 focus groups each week using a restorative justice lens.
- Exhibit B: monthly report.

Topics the focus groups will look at include:

- Address concerns highlighted in the surveys.
- Diversity experienced within the programs.
- Stereotypes or Bias experienced within the programs.
- Inequitable access within the programs.
- Gaps in services – specifically gaps experienced based on racial or gender disparity.

**Terms and Concepts.**

**Diversity** is the appreciation and prioritization of different backgrounds, identities, and experiences collectively and as individuals. It emphasizes the need for representation of communities that are systemically underrepresented and under-resourced.

**Equity** acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes.

**Culturally Responsive Services** are services that have been adapted to honor and align with the beliefs, practices, culture, tribal affiliation, and/or linguistic needs of underserved communities. These community members identify as having specific cultural or linguistic affiliation by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home, or other held identities.

**Stereotypes** are assumptions made about an entire group of people, often generalizing all people in a group to be the same and without consideration for individual differences. We often base stereotypes on misconceptions or incomplete information.

**Bias** is a conscious and/or unconscious thought or stereotype in favor of or against a person or group of people that shapes and informs thinking and interactions often in a way that is considered to be unfair.

**Compensation.** \$500 a group and not to exceed \$48,000 a year.

**Insurance Requirements.** CJC requires parties to a subagreement that is not a unit of local government to obtain insurance, meet requirements, and maintain the insurance in full force throughout the duration of the subagreement. See Exhibit C.

**Conflict of Interest.**

- a. Klamath County desires to have the Contractor refrain from activities which could be interpreted as creating a conflict of interest.
- b. The Contractor agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where the Contractor has a personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Contractor's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.

**Indemnification.** Contractor agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor or its agents or employees.

**Attorney Fees.** In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees costs and related expenses.

**Governing Law.** 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.

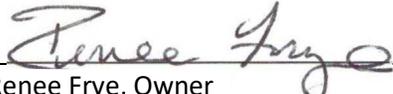
**Termination.**

- a. This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.
- b. The County reserves the right to terminate this Contract upon ten (10) days notice should the Contractor fail to comply with the provisions of the Insurance section of this Contract.
- c. The County reserves the right to immediately terminate this Contract upon loss of licensure of Contractor.
- d. The County reserves the right to terminate this Contract with twenty-four (24) hours notice should the County find the Facilitator has failed to provide the agreed upon services in keeping with the conditions of this contract, or relevant law, rule or regulation or has performed in a manner determined to have violated the civil rights of, or otherwise caused harm to, any individual serviced under this contract.

**Term.** This agreement is in effect from day of signing to June 30, 2023.

**Agreed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Aaron Hartman, Director  
Klamath County Community Corrections

  
\_\_\_\_\_  
Renee Frye, Owner  
Sacred Sol Healing Institute

## **Exhibit A**

### Focus Group Questions

Q: Given an understanding of a culturally responsive service (use definition in Terms and Concepts), how do you feel this program has done to achieve that?

Q: Have you faced or witnessed prejudice or discrimination within the program (Pretrial, KEBS, or CPOD)?

Describe what happened.

Q: While participating in the program, have you been denied equal treatment or service?

If yes, do you believe any of those experiences were because of your (age, disability, income level or education, trans status or gender identity, gender expression or appearance, race or ethnicity, religion or spirituality, sexual orientation, other)?

Q: When you interact with law enforcement (police, probation officers, pretrial officers) and other judicial staff (attorneys, judges, corrections counselors, corrections staff) are you treated with respect?

Q: Do you have examples of inequitable access or unique challenges you have faced that hinder your success in the program?

If yes and is a tangible circumstance, is this something you want brought to your PO's attention?

**Exhibit B**

## Monthly Report

Report period: \_\_\_\_\_

1. How many focus group participants were there this month?
  - a. How many new participants?
  - b. How many reoccurring participants?
2. What were the current genders and how many of each?
3. What were the racial backgrounds and how many of each?
4. What percentage of participants had gone through Pretrial?
5. What percentage of participants had gone through KEBS?
6. What percentage of participants had gone through CPOD TX?
7. Provide an analysis of your findings based on this month's focus groups, the answers you received from Exhibit A's questions, and other conversation sparked from your discussions.

## EXHIBIT C

### Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than  \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services Barry Peters 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Christine So	FAX (A/C, No): 703-563-1510	
	PHONE (A/C, No, Ext): 855-827-9642	E-MAIL ADDRESS: yoga-questions@alliant.com	
INSURED Sacred Sol Healing PO Box 1694 Klamath Falls, OR 97601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		AA-1126609
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			YOGAI425203-5	1/22/2021	1/22/2022	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 2,500
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY	\$ INCLUDED	
	OTHER:					GENERAL AGGREGATE	\$ 4,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$	
	DED	RETENTION \$					\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$	
	<b>OTHER</b>					E.L. DISEASE - POLICY LIMIT	\$	
A	Professional (E&O) Liability			YOGAI425203-5	1/22/2021	1/22/2022	Each Claim	2,000,000
A	Professional (E&O) Liability			YOGAI425203-5	1/22/2021	1/22/2022	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE OF INSURANCE SERVES ONLY AS EVIDENCE OF COMBINED PROFESSIONAL AND GENERAL LIABILITY COVERAGE

Aggregate Limit of Liability for all coverages set forth above: \$4,000,000

**CERTIFICATE HOLDER****CANCELLATION**

Evidence Of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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INSURED Sacred Sol Healing PO Box 1694 Klamath Falls, OR 97601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		AA-1126609
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			YOGAI425203-6	1/22/2022	1/22/2023	EACH OCCURRENCE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 2,500
							PERSONAL & ADV INJURY	\$ INCLUDED
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional (E&O) Liability			YOGAI425203-6	1/22/2022	1/22/2023	Each Claim	2,000,000
A	Professional (E&O) Liability			YOGAI425203-6	1/22/2022	1/22/2023	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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Aggregate Limit of Liability for all coverages set forth above: \$4,000,000

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Evidence Of Coverage

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AUTHORIZED REPRESENTATIVE