

W.7.H.2.

## AGENDA COVER MEMO

AGENDA DATE: October 29, 2003

TO: Board of County Commissioners

DEPARTMENT: Youth Services

PRESENTED BY: Lisa Smith



AGENDA TITLE: IN THE MATTER OF AWARDING A CONTRACT TO LOOKING GLASS YOUTH & FAMILY SERVICES, INC. FOR \$238,414 TO PROVIDE SHELTER CARE FOR DELINQUENT YOUTH REFERRED BY THE LANE COUNTY DEPARTMENT OF YOUTH SERVICES.

### I. MOTION

TO AWARD A CONTRACT TO LOOKING GLASS YOUTH & FAMILY SERVICES, INC. (LOOKING GLASS) FOR \$238,414 TO PROVIDE SHELTER CARE FOR DELINQUENT YOUTH REFERRED BY THE LANE COUNTY DEPARTMENT OF YOUTH SERVICES.

### II. ISSUE OR PROBLEM

Lane County receives Basic Services funding through the Oregon Youth Authority. The Lane County Public Safety Coordinating Council has recommended that a portion of these funds be used for shelter foster care programming. A competitive bid proposal was utilized and the proposal submitted by Looking Glass was recommended for award. In addition, the amount of the contract exceeds the county administrator's signature authority.

### III. DISCUSSION

#### A. Background/Analysis

The Lane County Public Safety Coordinating Council (PSCC) recommended and the Board of County Commissioners previously approved the utilization of \$471,332 of the 03-05 Juvenile Crime Prevention funds for shelter care services.

A Request for Proposals was conducted and two agencies responded: Looking Glass Youth and Family Services, Inc. and Center for Family Development. Both proposals passed the management review section and were forwarded on to the Program Qualifications Review Committee. The Committee reviewed both proposals and required agency interviews. After the agency interviews, the Program Qualifications Review Committee recommended that the contract be awarded to Looking Glass.

The contract amount of \$238,414 for the contract period of November 1, 2003 to June 30, 2004 exceeds the county administrator's signature authority per Lane Manual 21.147(f). Therefore, the Board must delegate authority to the county administrator to sign the contract.

B. Alternatives/Options

1. Award the contract to Looking Glass and grant authority to the county administrator to sign the contract for \$238,414 to provide shelter care for delinquent youth referred by the Lane County Department of Youth Services.
2. Do not award the contract. As a result, no shelter care services would be available to youth referred by the Lane County Department of Youth Services. The PSCC would have to review other uses for those funds and make additional recommendations to the Board.

C. Recommendation

To approve #1 above.

IV. IMPLEMENTATION

Upon Board action, the Lane County Department of Youth Services will process the contract, which will be in substantial conformity to the attached contract.

V. ATTACHMENTS

Board Order  
Contract

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

RESOLUTION AND ORDER: IN THE MATTER OF AWARDING A CONTRACT TO  
LOOKING GLASS YOUTH & FAMILY SERVICES, INC.  
FOR \$238,414 TO PROVIDE SHELTER CARE FOR  
DELINQUENT YOUTH REFERRED BY THE LANE  
COUNTY DEPARTMENT OF YOUTH SERVICES.

WHEREAS, the Lane County Board of County Commissioners have approved the funding of shelter care services for youth referred by the Lane County Department of Youth Services using Basic Services funds from the Oregon Youth Authority, and

WHEREAS, the Lane County Department of Youth Services issued a Request for Proposals for Shelter Care on August 18, 2003, and

WHEREAS, Looking Glass Youth and Family Services, Inc. was the selected bidder and passed the required management and program qualifications reviews,

RESOLVED and ORDERED that the Board of County Commissioners award the contract to Looking Glass Youth and Family Services, Inc. for \$238,414 and delegate authority to the County Administrator to sign the contract, which will be in substantial conformity with the attached contract.

DATED this \_\_\_\_\_ day of October, 2003

\_\_\_\_\_  
Peter Sorenson, Chair  
Board of County Commissioners

APPROVED AS TO FORM  
Date 10/16/03 lane county  
[Signature]  
OFFICE OF LEGAL COUNSEL

**SERVICES CONTRACT**  
**Lane County and**  
**Looking Glass Youth and Family Services, Inc.**

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and Looking Glass Youth and Family Services, Inc., hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the type of professional services, knowledge, skills and experience possessed by CONTRACTOR, now, therefore, in consideration of a sum to be determined through the competitive bid process and not to exceed \$238,414 to be paid in monthly installments thirty (30) days from the date of billing, CONTRACTOR agrees to perform during the period from 11/1/03 to 6/30/2004, the following professional services:

Operate a shelter care program that provides residential transitional services to juvenile offenders. Contractor must have verification of license to provide child and adolescent shelter care services. COUNTY may consider a provisional license for a time to be determined between the COUNTY and the contractor. Contractor also agrees to meet the following performance obligations:

- A. **Purpose:** Contractor shall provide a shelter program for youth in transition between secure detention, residential care and their community homes, the purpose of which is to improve the youth's success in placement or at home.
- B. **Collaborations:** CONTRACTOR will work collaboratively, in the best interest of each youth, with DYS staff, the DYS psychological services provider and with other local and state providers, to support and facilitate existing professional and therapeutic relationships with the youth and family.
- C. **Certifications:** CONTRACTOR will maintain the following certifications and licensing and comply with their audit processes: 1) Child Caring Agency by Oregon Department of Human Services (DHS) and 2) Behavioral Rehabilitation Services (BRS) Professional Shelter Care.
- D. **Performance Standards:** DYS considers the following to be criteria for a successful program.
  - 1. 60% of the youth placed in the shelter program will not run from their subsequent placement during the first 6 months at that subsequent placement.
  - 2. Youth with at least 25 days in the shelter program will experience a 65% reduction in crime at one-year post program participation.
  - 3. 60% of the youth placed in the shelter program will not return to detention within 6 months post program participation.
  - 4. 80% of the youth placed in the shelter program will report a satisfactory grading on the client survey.
  - 5. 60% of the youth placed in the shelter program will show a reduction in risk factors on the OJDDA assessment tool.
  - 6. 60% of the youth placed in the shelter program will show an increase in protective factors on the OJDDA assessment tool.

- E. **Performance Measures:** CONTRACTOR will participate in and comply with DYS Performance Measures procedures, which will focus on activities, inputs, outputs, cost efficiencies, service quality, and outcome measures.
- F. **Review Meetings:** CONTRACTOR will participate in monthly meetings with the DYS liaisons and in annual review meetings with DYS management.

Contractor also agrees to meet additional performance obligations described in Exhibit A.

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 any other contract with a third party, as to any claims between COUNTY and CONTRACTOR, CONTRACTOR is acting as and assumes liability of an independent 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 Employees 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 and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the CONTRACTOR'S performance of or failure to perform 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. Modifications or amendments to this contract shall be in writing and executed by both parties.

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.

## HIPAA

20. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Contract.

### Recitals

The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing Privacy Rule, 45 CFR Parts 160 and 164, require that Covered Entities obtain satisfactory assurances that its Business Associates will comply with the Business Associate requirements of the Privacy Rule set forth in 45 CFR 164.502(e) and 164.504(e), and Business Associate desires to provide such assurances with respect to the performance of its obligations under the Service Agreement referenced above. Both County and Contractor are committed to current and future compliance with the standards set forth in the Privacy Rule, as it may be amended from time to time, in the performance of their obligations under the Service Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the parties agree as follows:

### Agreement

#### 1. Definitions

"Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and generally means the person who is the subject of protected health information. It also includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502(g).

"Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of County. Generally, it relates the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual.

Capitalized terms, other than those defined in this Exhibit, shall have the same meaning as those terms in the Privacy Rule.

#### 2. Services

a. Except as otherwise limited in this Exhibit, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in the Service Agreement.

b. Contractor is performing for or on behalf of County only the extent that the activities in a) above require County to comply with the Privacy Rule, and for all other purposes is an independent contractor, and is not acting as an agent or representative for or on behalf of County.



### 3. Permitted Uses and Disclosures by Contractor

a. Contractor may use and/or disclose PHI created or received on behalf of County only for the purposes described in paragraph 2 above, and not otherwise limited or prohibited by this Agreement, the Privacy Rule and other applicable federal or state laws or regulations. All other uses of PHI are prohibited.

b. Except as otherwise limited in this Agreement, Contractor may use PHI for the proper management and administration of its business or to carry out its legal responsibilities.

c. Except as otherwise limited in this Agreement, Contractor may disclose PHI for the proper management and administration of its business, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the recipient that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed, and the recipient will notify the Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

d. Contractor may use PHI to report violations of HIPAA law to certain federal or state authorities subject to the conditions in 45 CFR §164.502(j)(1).

e. Contractor may not aggregate or compile PHI created or received under the Service Agreement with the PHI of other entities unless this Agreement permits Contractor to perform Data Aggregation services. Under no circumstances may Contractor disclose PHI under the Service Agreement to another entity absent express authorization of County.

g. Contractor shall comply with any of the following additional limitations to the extent they may affect Contractor's use or disclosure of PHI:

i. Any limitations of use or disclosure in the attached Notice of Privacy Practices, as well as any changes to such notice.

ii. Any changes in the individual's permission or any agreed restriction to use or disclose PHI.

### 4. Obligations and Activities of Contractor

a. Contractor agrees to not use or further disclose PHI, other than as permitted or required by this Agreement or as Required By Law.

b. Pursuant to HIPAA, Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided in this Agreement.

c. Contractor agrees to report to County, as promptly as possible, any use or disclosure of PHI not provided for by this Agreement.

d. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor

that violates the requirements of this Agreement. Contractor agrees to report to County the remedial action taken or proposed to be taken with respect to such use or disclosure. Contractor agrees to cooperate with County in any mitigation efforts County requests and deems appropriate.

e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of County agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

f. Contractor agrees to provide access to PHI in a Designated Record Set, at the request of County, and in the time and manner designated by County to it or, pursuant to its direction, to the subject individual in order to meet the requirements under 45 CFR 164.524. For PHI in a Designated Record Set which is maintained, collected, or disseminated for or on behalf of County and is in the sole possession of Contractor, Contractor shall provide an individual access to inspect and right to obtain a copy of information in their Designated Record Set, subject to the exceptions and in accordance with all other provisions of 45 CFR §164.524 and County's "Client Rights to Access, Amend, and Receive Accounting" procedures, unless County directs otherwise. Unless County requires otherwise, Contractor must act on a request of access within 30 days of the request subject to limited exceptions to that rule, except in the case of written accounts under ORS 179.505 which must be disclosed within five days of such request.

g. Contractor shall make PHI available to County to fulfill County's obligation to amend PHI in accordance with 45 CFR §164.526, and agrees to make any attachments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of County or an individual, and in the time and manner designated by County. Contractor agrees to make available PHI in a Designated Record Set for attachment and incorporate any attachments, subject to the limitations and additional provisions of 45 CFR §164.526 and County's "Client Rights to Access, Amend, and Receive Accounting" procedures, unless County directs or agrees otherwise. This applies to PHI in a Designated Record Set which is created, maintained, collected, used or disseminated for or on behalf of County and is in the sole possession of Contractor of its agents or subcontractors. Contractor must act on a request to amend within 60 days after the receipt of the request, with limited exceptions and in accordance with that rule and County's procedure, unless County requires otherwise.

h. Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and County's "Client Rights to Access, Amend, and Receive Accounting" procedures. Contractor agrees to provide to County or an individual, in time and manner designated by County, the information collected documenting disclosures to permit County to respond to

a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and its procedures.

i. Unless County directs otherwise, Contractor agrees to make available the information required to provide an accounting of disclosures of PHI to an individual in accordance with 45 CFR §164.528 and County's "Client Rights to Access, Amend, and Receive Accounting" procedures for PHI solely in its possession. Such record shall include the date of the disclosure, the name and if known the address of the recipient of the PHI, a brief description of the PHI disclosed, and a statement of the basis for the disclosure or copy of the written request for disclosure. The accounting shall include disclosures made during the six-year period prior to the date of the request (or shorter if requested by the individual) excluding disclosures made prior to April 14, 2003. Contractor shall act on the individual's request for an accounting within 60 days, subject to limited exceptions in 45 CFR §164.528, unless County requires otherwise.

j. As to Contractor's obligation to meet requirements to provide rights to access, amend, and for an accounting (paragraphs 4 f., g, h, and i above), Contractor shall document and retain for six years from the date it is created or the date when it last was in effect, whichever is later:

i. The titles of the person or offices responsible for receiving and processing requests for access, for attachments, and for accounting of disclosures; and

ii. The designated record sets that are subject to access by individuals under 45 CFR 164.524, subject to County's direction otherwise;

iii. The written accounting that is provided to the individual;

iv. The information required to be included in the accounting in paragraph (i) above.

There may be other document retention requirements under federal or state law which apply. To the extent another retention period applies to any document listed above, the requirement which requires the longest period of retention applies.

k. Contractor agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from County or created or received by Contractor on behalf of County available to the Secretary of the United States Department of Health and Human Services, and County, in a time and manner designated by any of these parties, for purposes of determining Contractor's compliance with the Privacy Rule or for audit purposes.

5. Request and Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

b. County shall provide Contractor with any changes in, or revocation of, permission by individual to use or disclose PHI if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522.

d. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

6. Term and Termination

a. The term of this Agreement shall be effective as of the date the last party signs this Contract, and shall terminate when all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

b. In addition to any other rights or remedies provided to County in the Service Agreement, upon County's knowledge of a material breach by Contractor or violation of Contractor's obligations under this Agreement, County may:

i. Notify Contractor of the breach and specify a reasonable opportunity in this notice for Contractor to cure the breach or end the violation, and terminate the Service Agreement, including any attachments, if the Contractor does not cure the breach or end the violation within the time specified by County; or

ii. Immediately terminate the Service Agreement, including any amendments, if the Contractor has breached a material term of this Agreement and cure is not possible in County's reasonable judgment; or

iii. If neither termination nor cure is feasible, County shall report the violation to the Secretary;

iv. County's remedies under this Agreement are cumulative and the exercise of any one remedy shall not preclude the exercise of any other.

c. Effect of Termination Upon termination of the Service Agreement, including this Agreement, for any reason, Contractor shall, at County's option, return or destroy all PHI received from County, or created or received by Contractor on behalf of County. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall not retain any copies of the PHI.

If the parties mutually agree that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

## 7. Miscellaneous

a. Agreement; waiver. The parties agree to take such action as is necessary to amend the Service Agreement and this Exhibit from time to time as is necessary for County to comply with the requirements of the Privacy Rule and HIPAA. The parties agree that any modifications to those laws shall modify the obligations of the parties to this Agreement without the need for formal amendment to this Agreement. Any other amendments to this Exhibit shall not be effective without the written agreement of both parties. No provision in this Agreement shall be deemed waived unless in writing, and duly executed by the parties. A waiver with respect to one event shall not be construed as continuing, as a bar to or waiver of any other right or remedy under this Agreement.

b. Interpretation; order of precedence. Any ambiguity in the Exhibit or Service Agreement shall be resolved to permit County to comply with HIPAA and the regulations promulgated in support. The terms of this Exhibit supplement the terms of the Service Agreement, and whenever possible, all terms and conditions in this Exhibit and the Service Agreement are to be harmonized. In the event of a conflict between the terms of this Exhibit and the terms of the Service Agreement, the terms of this Exhibit shall control, provided that this Exhibit shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Service Agreement and this Exhibit and the Privacy Rule, the Privacy Rule shall control.

c. Indemnity. In addition to any other indemnification obligations of Contractor in the Service Agreement, Contractor shall save, hold harmless, and indemnify the County and its Commissioners, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from or arising out of Contractor's, or its agent's or subcontractor's performance or failure to perform under this Exhibit, including but not limited to, unauthorized use or disclosure of PHI.

d. Insurance. Contractor shall provide a certificate of insurance establishing coverage for Contractor's activities under this Exhibit.

e. Independent Contractor. Contractor will function as an independent contractor and shall not be considered an employee of County for any purpose. Nothing in this Exhibit shall be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of County.

f. Successors and Assigns. The provisions of this Exhibit and the Service Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, if any. Neither this Exhibit, nor the responsibilities for providing services, shall be assigned or delegated by Contractor without the prior written consent of County.

g. No Third-Party Beneficiaries. County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third parties.

h. Notices. Any notices between the parties or notices to be given under this Agreement shall be given in writing by personal or overnight courier delivery, or by mailing by certified mail with return receipt requested, to Contractor or to County, to the addresses given for each below or to the address either party gives to the other. Any notice so addressed and mailed shall be deemed given five days after mailing, or by facsimile. Any notice delivered by personal or overnight courier delivery shall be deemed given upon receipt. Any notice by facsimile shall be deemed given upon confirmation that notice was received.

Contractor:

County:

Lisa Smith  
2727 Centennial Blvd  
Eugene, OR 97401

i. Except as Amended. Except as amended by this Exhibit, all terms and conditions of the Service Agreement, including any prior amendments shall remain in full force and effect.

j. Signatures. By signing the Professional Services Contract, the parties certify that they have read and understood this Exhibit, that they agree to be bound by the terms of this Exhibit.

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**

### **A. General Program Description**

#### **1. Population to be Served**

The CONTRACTOR shall offer services to juvenile offenders, ages 12-17.

The CONTRACTOR agrees to work with the Department to maintain an average daily population (ADP), as determined through the competitive bidding process.

Youth served under this Contract include youth that are referred by Department of Youth Services Juvenile Court Counselors that qualify for BRS services and are in need of shelter care. Youth under jurisdiction of the Oregon Youth Authority may be placed in the shelter with the approval of DYS. Referred youth may have mental health, substance abuse issues, academic problems, associate with maladaptive peers, have experienced significant family stresses, included child abuse, sexual abuse, domestic violence and poverty. All youth will have delinquency charges adjudicated or pending and will display maladaptive and disruptive behaviors.

CONTRACTOR will receive all referred youth into the program that are referred by DYS and OYA. Exceptions to admission criteria may be considered on a case-by-case basis and only with DYS approval. CONTRACTOR may admit youth outside of normal criteria only with DYS approval.

#### **2. Criminal History Checks**

The CONTRACTOR shall ensure that any person having direct contact with Department youth under this Contract has passed a criminal history check and meets the Department's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0070 before the person provides unsupervised services under this Contract.

#### **3. Minimum Direct Care Staffing Levels**

CONTRACTOR's BRS program shall ensure that the appropriate ratios of direct care staff to youth are employed. Direct care staff are staff who works with youth on a daily basis, providing direct care, services, or supervision. This may include, but is not limited to, Child Care Staff, Social Service Staff, and Program Coordinators, during those portions of their shifts when they are directly engaged in supervision or direct service provision. Twenty-four hour supervision shall be provided by professionally trained staff working shift work schedules in the facility. There shall be sufficient staff available to supervise youth at all times to ensure that program objectives are met and youth are safe. In terms of the ratio of direct care staff to youth, staffing coverage shall adhere as closely as possible to the ratios represented in the chart below.



The chart below illustrates the staffing pattern for a typical 14-bed facility. The ratios of staff to youth generated from the chart should be utilized to determine the appropriate staffing levels for each shift, based on the number of youth in the program.

|                 |                |                |
|-----------------|----------------|----------------|
| 7 a.m.-3 p.m.   | 3 p.m.-11 p.m. | 11 p.m.-7 a.m. |
| (wkday) 2 staff | 3 staff        | 1.5 staff      |
| (wkend) 2 staff | 3 staff        | 1.5 staff      |

Within this basic framework the CONTRACTOR shall have the flexibility to adjust staffing levels within the 3 separate time blocks to better match the needs of the facility at any given time. Staffing patterns must be approved by DYS. At least 1 direct care staff shall be on duty and awake at any time youth are present in the CONTRACTOR's facility.

When youth are in the community for appointments, on recreational outings, visiting family or significant others, or for any other reason, the CONTRACTOR shall provide adequate supervision or take steps sufficient to ensure that adequate supervision is provided.

#### **4. Minimum Staff Qualifications**

CONTRACTOR's staffing shall meet all federal and state requirements, and CONTRACTOR staff instrumental to the provision of BRS services must meet the following minimum qualifications.

- Program Coordinator: Responsibilities include supervising staff; providing overall direction to the program; planning and coordinating program activities and delivery of services; and ensuring the safety and protection of youth and staff. This position may be described as "program director" and/or "executive director" within day-to-day operation of the program.

Minimum qualifications: A bachelor's degree, preferably with major study in psychology, sociology, social work, social sciences, or a closely allied field, and two years of experience in the supervision and management of a residential facility for the care and rehabilitation of youth.

- Social Service Staff: Responsibilities include case management and the development of service plans; individual, group, and family counseling; individual and group skills training; and assisting Child Care Staff in provision of appropriate services to youth.

Minimum qualifications: A master's degree with major study in social work or a closely allied field and one year of experience in the care and rehabilitation of youth, or a bachelor's degree with major study in social work, psychology, sociology, or a closely allied field, and two years of experience in the care and rehabilitation of youth.

- Child Care Staff: Responsibilities include direct supervision and control of the youths' daily living activities; providing assistance to Social Service Staff in providing individual, group, and family counseling and skills training; providing therapeutic interventions to youth as necessitated by the youth's behavior and as directed by

individual Service Plans; and monitoring and managing the youth's behavior to provide a safe, structured living environment that is conducive to BRS programming. Within the day-to-day operation of the program, these positions are those that are responsible for direct care of youth, including: "child care workers," "relief staff," "night staff," "skills trainers," "proctor parents," "residential counselors," and/or "lead child care staff."

Minimum Qualifications: No less than 50 percent of the Child Care Staff shall have a bachelor's degree or two years of experience working with youth.

## **5. Service Delivery**

### **a. Referral/Intake**

The DYS Cap committee will determine eligibility for shelter care. The Juvenile Court Counselor (JC) will contact Shelter Intake Coordinator (IC) to place a youth on the waiting list or immediate placement if available. By giving IC a current intake assessment and other court reports, Formal Accountability Agreements, probation rules, etc. JC will provide written background information. If the youth is in detention, the CONTRACTOR and Juvenile Court will arrange a time for a face-to-face interview with the youth prior to the youth's placement with CONTRACTOR. If the youth is not in detention, the IC and JC will discuss appropriateness of referral and, if possible, a phone interview with youth will occur. The Contractor will notify JC within 5 working days if there are concerns about the placement. These items need to be reviewed and approved by the DYS assistant director.

The CONTRACTOR shall have written program policies to clearly define the referral process. These policies shall be provided by the CONTRACTOR upon request of Department.

When a youth is admitted to the program, an intake interview will occur. At a minimum, persons at the interview will include, the youth, the IC and the JC. When possible, the youth's parents, the shelter staff responsible for case planning and management (Residential Counselor III—RCIII), involved therapists and other caseworkers or professionals will be involved.

Paperwork necessary for admission include:

- 1) Facesheet with social security number
- 2) BRS authorization
- 3) Commitment Order
- 4) Intake Assessment or Reformation Plan
- 5) Probation rules or Formal Accountability Agreement
- 6) Other available background information: Psychologicals, Assessments, Information from prior placements, including assessment and discharge reports
- 7) Medical history and records for medications, diabetes or other medical conditions that must be monitored
- 8) School information, including last school attended and if youth has an IEP.

### **b. Prior Authorization**

A licensed practitioner of the healing arts must approve a youth's participation in BRS programming prior to the youth's admission. The Juvenile Court Counselor

shall obtain and provide this authorization to the CONTRACTOR at the time of admittance into CONTRACTOR's program. This authorization allows the youth to participate in BRS programming for a period of one year. If a youth requires BRS programming beyond one year, authorization for continued service from the licensed practitioner of the healing arts is required. The CONTRACTOR shall notify the assigned Juvenile Court Counselor 30 days prior to expiration of the authorization.

The CONTRACTOR will maintain an active waiting list of youth who meet its admission criteria. When the youth is placed on the waiting list a prior authorization will be obtained by the JC. The signed prior authorization form and the youth's medical card will then accompany youth at admission staffing.

**c. Case Plan**

The IC will use the provided paperwork and information defining any obligations the youth has to DYS, to develop an initial case plan. The CONTRACTOR shall ensure that the appropriate items contained in the Agreement or court order are included in the youth's individual Service Plan (Initial and Master). Service Plans are discussed more in depth in Section 6 below.

**d. Exception Referral Process**

CONTRACTOR shall have a written policy, approved by the OYA, setting forth the exception criteria and the procedure by which youth may be given rapid access to CONTRACTOR's program. In certain circumstances, the CONTRACTOR and the Juvenile Court Counselor or applicable governmental body may mutually agree to employ this exception referral process to streamline the referral and screening process for a youth meeting the criteria. For a youth being placed into CONTRACTOR's program from an outlying area, screening and placement may occur on the same day if agreed upon by all parties involved.

**e. Adherence to Department Policies**

CONTRACTOR shall adhere to Department policies as specified by Department, copies of which Department shall provide to CONTRACTOR. CONTRACTOR shall develop written procedure(s) describing how it will implement the policies that are provided by Department. CONTRACTOR's written Department must approve procedure(s) before implementation.

**6. Service Planning**

**a. Initial Service Planning**

Within 48 hours (weekends excluded) of a youth's admission, the CONTRACTOR shall develop an Initial Service Plan (ISP) which shall specify the services to be delivered during the youth's first 30 - 45 days in the program until the Master Service Plan is written. Existing orders for medication and any prescribed treatments for medical conditions shall be included in the Initial Service Plan.

An Initial Service Plan shall be individualized and based on a thorough assessment of the youth's referral information. The CONTRACTOR shall receive approval of the ISP from the JC by fax, telephone or on-site review.

Approximately one week after intake, an initial meeting will occur that includes, at a minimum, CONTRACTOR's Social Service Staff (RCIII), the Juvenile Court

Counselor, and the youth. In addition, CONTRACTOR shall invite the youth's family and any other significant persons involved with the youth to participate. Parents will always be invited, but if the youth is returning home, the youth's parents or care providers will be included. If the youth has an ongoing relationship with a therapist, mentor, or other professional, that person will be invited. The ISP and plan for youth is reviewed and updated.

**b) Assessment and Evaluation**

Appropriate written assessment/evaluation summary is to be completed by CONTRACTOR within 30 days, and mailed/faxed to youth's Juvenile Court Counselor or other applicable governmental representative. The assessment/evaluation determines the next step for the youth. The assessment/evaluation will include:

- 1) Problems/reasons for referral
- 2) Medical information, including medications and dosages
- 3) Pertinent historical information
- 4) Assessment of behaviors
- 5) Supervision levels at Contractor's facility
- 6) Youth's response to current services
- 7) Family assessment
- 8) Educational/vocational assessment
- 9) Recreational assessment
- 10) Cultural assessment
- 11) Significant incidents since admission
- 12) Legal status
- 13) Coordination with other services
- 14) Recommended level of care
- 15) Service goals
- 16) Aftercare placement goals
- 17) Psycho-social assessment

Within 21 days of discharge from the program, a discharge summary will be added to the assessment/evaluation and forwarded to the JCC.

In some instances, a youth may transfer from one BRS program to another during the authorized year of service. If an Assessment and Evaluation has been completed within 90 days immediately prior to youth's admission to CONTRACTOR's program, the program may use the existing document. However, in such a case, CONTRACTOR shall update the existing Assessment and Evaluation and forward a copy to the referring Juvenile Court Counselor or applicable governmental body within 30 days.

**c) Master Service Plan**

Within 45 days of a youth's admission, CONTRACTOR shall develop an individualized Master Service Plan. A Master Service Plan shall be goal-oriented and of a particular duration. Each Master Service Plan shall identify desired behavior changes and a time estimate for achieving the Master Service Plan goals. The essential elements of a Master Service Plan include:

- 1) Individually stated and prioritized goals for the youth which include DYS's recommendations
- 2) Individually stated services CONTRACTOR will provide to address each goal
- 3) Individually stated behavioral criteria for evaluating achievement of goals
- 4) A time frame for completion of goals

A youth's Master Service Plan shall address all needs presented by the youth, including but not limited to:

- 1) Supervision
- 2) Rehabilitative
- 3) Medical
- 4) Psycho-social
- 5) Family
- 6) Vocational/Occupational
- 7) Educational
- 8) Recreational
- 9) Cultural
- 10) Aftercare/Transition

CONTRACTOR shall integrate into a youth's Master Service Plan factors identified in the youth's Assessment and Evaluation. There may be needs identified in the Assessment and Evaluation that will not be addressed while a youth is in the CONTRACTOR's program. These should be noted in the Master Service Plan and the reason for not addressing them explained. Prior to implementation of a youth's Master Service Plan, the CONTRACTOR's Social Service Staff, the youth, and the Juvenile Court Counselor will meet to approve the plan. CONTRACTOR shall invite the youth's family and other significant persons involved with the youth to participate.. The original copy of the Master Service Plan will be signed by the attendees and kept in the youth's file at the CONTRACTOR's program. Those persons involved in the youth's care, including the youth's Juvenile Court Counselor, shall be given a copy of the Master Service Plan within five working days.

**d) Aftercare/Transition Planning**

CONTRACTOR's program shall facilitate a youth's successful transition from CONTRACTOR's BRS program to the community, including identification of services and supports outside CONTRACTOR's program to assist the youth. CONTRACTOR shall begin aftercare/transition planning upon the youth's admission in the program, with acknowledgment that plans may change dependent upon the youth's progress in program. Such planning will include input by the CONTRACTOR's Social Service Staff, the Juvenile Court Counselor, the youth, the youth's family when possible, as well as other significant persons involved with the

youth. Weekly and monthly progress reports shall update any changes made to the discharge goal and aftercare/transition plan and shall be forwarded to the JC.

The aftercare/transition plan made by the team shall support the youth's efforts to return home or to another community living situation and shall include, but not be limited to, the following:

- 1) Identification of the youth's individual needs and unmet goals
- 2) Working with the Juvenile Court Counselor to establish a local provider to continue services. Then continue working with Juvenile Court Counselor to ensure that youth and identified aftercare resource have engaged in activities that will promote a smooth transition and continuum of services identified in the youth's individual Master Service Plan
- 3) Identification of school/employment contacts
- 4) Training in independent living skills if appropriate in relation to the youth's Master Service Plan and aftercare/transition plan.

## **7. Master Service Plan Review**

A meeting shall be held by the CONTRACTOR with the Juvenile Court Counselor for review of each youth's Master Service Plan every 30 days. The CONTRACTOR shall invite the youth's family to attend this meeting. Prior to the meeting, the CONTRACTOR shall prepare the updated Master Service Plan that describes the youth's progress and other areas for review. All persons attending the meeting shall sign this document. Following the meeting, a document that includes updated information and decisions from the meeting shall be prepared by the CONTRACTOR with copies sent to all attendees within five working days.

## **8. Service Documentation**

All BRS programming must relate directly to the youth's individual Master Service Plan. CONTRACTOR shall maintain documentation that notes:

- the type of BRS service provided, including the nature and duration of the activity
- the name and position of the person providing the service.

On a monthly basis, CONTRACTOR shall summarize this information in individual progress notes to document each youth's overall performance and progress toward achievement of Master Service Plan objectives. These summaries shall be completed by CONTRACTOR's Social Service Staff and placed in each youth's respective file. DYS may grant exception to monthly reporting requirements if the CONTRACTOR holds weekly case management meetings for each youth in program.

CONTRACTOR shall ensure that DYS has access to all records and reports produced by CONTRACTOR pursuant to this Contract.

## **9. Incident reports**

Incidents and crisis interventions shall be recorded and kept in a youth's file. Incident reports shall describe the incident and the action taken by program staff, including follow-up, and document CONTRACTOR's review of the incident. The

Juvenile Court Counselor shall be informed of critical incidents and other types of incidents within 24 hours of the incident.

CONTRACTOR shall notify the Juvenile Court Counselor immediately of any disabling illness, serious injury, or any condition or situation that places the status or custody of a youth served under this Contract in jeopardy. Such notification shall be verbal, followed by a written report.

CONTRACTOR shall notify the Juvenile Court Counselor within twenty-four (24) hours of a youth's runaway from CONTRACTOR's care and physical custody or residential status.

CONTRACTOR shall notify the DYS administration of any incidents that are of a nature serious enough to have safety, programmatic or contractual impact. CONTRACTOR shall also notify the Department of Human Services (DHS) Children Adults and Families (CAF) Licensing Coordinator. Examples of incidents that should be reported include, but are not limited to, allegations of abuse, serious assault or injury, and fire. Such notification shall be delivered as soon as is reasonably possible following the incident, but in any event within 24 hours.

#### **10. Discharge Summary**

Within 21 days of the youth's discharge from placement with the CONTRACTOR, the CONTRACTOR shall complete a written Discharge Summary and forward a copy to the Juvenile Court Counselor. The summary shall discuss the youth's progress toward Master Service Plan goals and include an updated version of the youth's Assessment and Evaluation.

#### **11. Service Menu**

The CONTRACTOR shall provide a menu of services to meet the needs of youth as defined in their individual Service Plan (Initial and Master). The menu shall include services provided at the following levels:

- 7 hours of counseling and/or skill building activity per week to include:
  - a) 1 hour of individual counseling per week
  - b) 1 hour of individual skill building per week
  - c) The remaining hours of counseling and/or skill building shall be delivered in a fashion consistent with the program design, while meeting the individual youth's needs
- Daily recreation to include 2-3 opportunities for community recreation per week
- Planning for aftercare/transition.

Daily BRS programming shall encourage and reinforce appropriate behaviors in youth, according to the individual youth's Service Plan (Initial and Master). All BRS activities shall be structured and directly supervised by program staff.

#### **12. Service Requirements**

##### **a. Service Descriptions**

##### **1) Counseling Services**

Counseling services are defined as individual and/or group sessions provided to remediate specific dysfunctions which have been explicitly identified in a youth's Service Plan (Initial and Master). CONTRACTOR's BRS program will have a defined program of counseling services for each youth in the program. Each individual Service Plan (Initial and Master) shall prescribe if counseling is needed, the problems to be addressed and goals of counseling. All counseling is identified in a written individual Service Plan (Initial and Master) and focuses on helping the youth change maladaptive and dysfunctional behavior. A portion of the group counseling may be related to daily management of the milieu or intervention with the group in the milieu. CONTRACTOR's BRS program shall have regularly scheduled goal-oriented group and/or individual counseling sessions to address specific behavior problems such as anger management, impulsivity, and thinking errors. All counseling shall be carefully planned and monitored to ensure a specific therapeutic outcome in accordance with a youth's individual Service Plan (Initial and Master). Family counseling is youth centered in that the focus is on helping the family to assist the youth to maintain more functional behaviors and attitudes in the family setting or other community living environment such as foster care.

## **2) Skill Building Services**

Skill Building services are defined as curriculum-based individual and/or group sessions designed to improve specific areas of functioning such as peer and family relationships, self-care, conflict resolution, aggression reduction, anger control, and reduced impact from behavioral and emotional disorders. Skill building may occur as a scheduled event or as part of milieu interventions, and shall be goal-oriented and directly related to a youth's individual Service Plan (Initial and Master).

CONTRACTOR's BRS program shall have a defined program of skill building activities for youth in the program. Each youth's individual Service Plan (Initial and Master) shall prescribe the amount and type of skill building activities, skill deficits to be addressed and goals of skill building activities.

## **3) Therapeutic Environment/Milieu**

The delivery of BRS takes place as part of the entire program's range of activities. This therapeutic environment/milieu shall include regular interactions between staff and youth relating to a youth's maladaptive and dysfunctional behavior. These interactions are by definition counseling or skill building in nature, and complement the structured activities described in the Service Menu.

## **4) Recreation**

An important part of each youth's development is to have regular opportunities for both group and individual recreation activities. While skill development in the area of recreation is important and will be provided as indicated above, each youth needs to be afforded the opportunity to participate in recreation where the goal is "fun", as opposed to skill development.

Indoor and outdoor recreational activities are encouraged on an individual, small-group and program-wide basis. CONTRACTOR shall provide or cause to be provided to youth's daily, informal opportunities for recreation and weekly, organized recreational activities that shall:



- 1) Include events which take place inside or outside, on a pre-planned or spontaneous basis involving youth/adult interactions, small and/or large group events;
- 2) Use available community resources; and
- 3) Relate to the youth's individual Service Plan (Initial and Master).

CONTRACTOR shall include documentation of each youth's attendance in these activities in the youth's case file. CONTRACTOR shall maintain a calendar of events showing activities provided by the CONTRACTOR.

#### **5) Educational Services and Academic Assistance**

CONTRACTOR's staff will ensure that appropriate educational services are provided.

Academic assistance is defined as focused assistance with academic subjects as needed, and school liaison and advocacy activities.

- 1) Because an important part of each youth's development is successful achievement in school, the BRS program will monitor each youth's academic performance and behavior in the school setting.
- 2) Specific staff shall be available as liaison to the school program whether the school program be on-site with the residential program or in a community school, to assist with academic and behavior problems including advocacy for necessary changes in the youth's education program to improve academic performance or a youth's behavior.
- 3) BRS program staff shall assist each youth with completion of homework and other school assignments as appropriate.

#### **6) Supervision**

CONTRACTOR shall provide to youth served under this Contract a community residential program consisting of structured supervision twenty-four (24) hours per day, seven days per week provided by CONTRACTOR's professional staff.

When making a determination of the supervision needs for youth served under this Contract, the CONTRACTOR shall take into account the composition of the youth currently in CONTRACTOR's program and the safety of the community, the program staff, and the youth.

CONTRACTOR shall maintain a system for daily communication between its staff regarding the whereabouts, status and condition of youth served under this Contract. Program staff shall supervise all of CONTRACTOR's BRS activities.

#### **7) Social and Cultural Activities**

CONTRACTOR shall provide supervised social and cultural activities for youth in the program as part of the entire therapeutic milieu of the program. Social and cultural activities shall promote the youth's normal development and help to broaden the youth's understanding and appreciation of his/her community, the arts, the environment and other cultural groups.

#### **8) Rehabilitative Services**

Daily BRS programming shall encourage and reinforce appropriate behaviors in youth, according to the youth's individual Service Plan (Initial and Master). The Service Plan (Initial and Master) shall identify individual behaviors in need of remediation.

The CONTRACTOR shall have in operation a system providing feedback to youth in the form of consequences/privileges in an organized manner that provides youth an overall picture as to their daily, weekly, or monthly progress in the program.

**9) Medical Services**

The CONTRACTOR shall ensure that each youth's medical and dental needs are met, although this does not include paying the cost of physician services or medication which are covered by the Oregon Health Plan (OHP) or by the youth's third party private insurance coverage. The CONTRACTOR shall ensure that youth have access to needed medical care, and shall dispense and monitor medications consistent with all applicable licensing rules.

If there is no record that a youth has received a physical examination within the last six months, the CONTRACTOR shall ensure that the a medical exam is scheduled, as consistent with managed health care allowances, within 30 days of placement. CONTRACTOR shall keep documentation of this procedure in youth's file, and CONTRACTOR shall send a copy to the youth's Juvenile Court Counselor.

**10) Mental Health Treatment Services**

The CONTRACTOR shall address each youth's mental health needs that are covered by the Oregon Health Plan or by the youth's third party private insurance coverage. The CONTRACTOR shall ensure that youth have access to needed mental health care and dispense and monitor medications consistent with all applicable licensing rules.

Most youth placed will be covered by an OHP managed mental health care plan. The CONTRACTOR shall act as liaison to the local Mental Health Organization (MHO), or private insurance provider, for the provision of medically appropriate mental health treatment services.

**11) Family Services**

The CONTRACTOR shall ensure that each family be given the opportunity to receive regular counseling sessions by qualified staff focusing on needs identified in the youth's individual Service Plan (Initial and Master).

The CONTRACTOR shall provide opportunities for parental visits, as mutually arranged with DYS.

**12) Vocational/Occupational Services**

When appropriate, and based on the youth's individual Service Plan (Initial and Master), the CONTRACTOR shall prepare a youth to undertake full-time or part-time employment and provide assistance with career exploration, job finding and other activities.

**b. Culturally Competent and Gender Specific Services**

Services provided shall be culturally competent. Cultural competency means the development of behaviors, attitudes and policies that enable CONTRACTOR to deliver service in ways that meet the needs of a variety of diverse cultures.

Services provided shall be gender specific. Gender specific programming refers to unique program models and services that comprehensively address the needs of a targeted gender group. An essential ingredient is the fostering of positive gender identity development.

CONTRACTOR's program shall incorporate the cultural and gender identities of youth served by this Contract into the daily service environment. In addition, cultural activities are encouraged on an individual, small-group and program-wide basis. CONTRACTOR shall design activities to:

- Teach the youth constructive ways to express and appreciate their own individuality
- Allow the youth to identify and participate in activities that extend beyond their own immediate personal experiences
- Help youth utilize community resources to further their cultural awareness and improve their social network
- Help youth understand and take into account the relationships between various value systems
- Increase tolerance and acceptance for the ethnic or cultural differences of others.

CONTRACTOR shall include documentation of a youth's attendance in these activities in the youth's case file. CONTRACTOR shall maintain within program files a calendar of events showing activities provided by the CONTRACTOR.

**13. Professional Consultation**

CONTRACTOR shall arrange for consultation services to be provided by a Licensed Clinical Psychologist, Licensed Clinical Social Worker, Licensed Professional Counselor, Licensed Marriage and Family Counselor, or Psychiatrist. This consultant shall provide guidance to CONTRACTOR's direct care staff about issues relating to the day-to-day care of youth and integration of these issues into the CONTRACTOR's program. CONTRACTOR shall provide no less than three and one-half hours per month of consultation services to direct care staff.

**14. Termination of Placements**

If the CONTRACTOR or DYS believes that it is necessary to terminate a youth from the CONTRACTOR's program prior to the youth's planned completion date, the following procedures shall be used:

When a youth is terminated from the CONTRACTOR's program, whether in a planned or unplanned manner, CONTRACTOR will notify the youth's parents and the JC to pick up the youth's personal belongings. If the parents are unable or unwilling to respond, the JC will be responsible to gather the items and store them in a secure setting as soon as reasonably possible after the youth's absence.

**a) Planned Termination by CONTRACTOR**

If it appears that a youth may not be able to continue under the care and services of CONTRACTOR, the CONTRACTOR shall notify the youth's Juvenile Court as soon as reasonably practicable. Such notification will allow DYS or CONTRACTOR to negotiate further program involvement for the youth.

As soon as practicable following such notification, DYS will meet with the CONTRACTOR to staff the case. If a decision is reached to terminate the youth from the program, the date of termination will be decided at this time.

**b) Planned Termination by DYS**

If it appears that a youth may not be able to continue under the care and service of CONTRACTOR, DYS shall notify the CONTRACTOR as soon as reasonably practicable. Such notification will allow DYS or CONTRACTOR to negotiate further program involvement for the youth.

As soon as practicable following such notification, DYS will meet with the CONTRACTOR to staff the case. If a decision is reached to terminate the youth from the program, the date of termination will be decided at this time.

**c) Emergency Termination by CONTRACTOR**

After consultation with the Juvenile Court Counselor, the CONTRACTOR may remove a youth from its care if the youth is a clear and immediate danger to self or others. In such situations, DYS will respond as soon as reasonably practicable following CONTRACTOR's notice.

**d) Emergency Termination by DYS**

The parties understand and agree that under the following circumstances, without limitation, DYS may remove a youth from placement with the CONTRACTOR immediately:

- 1) An allegation of child abuse/neglect or other conditions causing DYS to determine that the youth's health, safety or welfare is endangered
- 2) Action taken pursuant to a court order
- 3) Termination of an interstate compact agreement for placement of the youth

**15. Maintenance and Service Payments**

In limited instances, it may be beneficial to both the CONTRACTOR and DYS to authorize payment to CONTRACTOR for a youth's care even though the youth is temporarily absent from the program. Such instances are as follows:

**a) Home Visits**

In the event a youth served under this Contract is absent from the program for the purpose of an authorized home visit that is defined in the youth's individual Service Plan, and CONTRACTOR is obligated to continue supervising and caring for the youth upon the conclusion of the visit, DYS may pay CONTRACTOR the full contracted daily rate in accordance with this Contract for a period of up to four consecutive days, and eight days total per month, in accordance with the consideration section of this Contract. An exception may be requested by the JC to his/her supervisor when the home visit plan for the youth exceeds the monthly

restriction on days allowed. Approval must be obtained in writing and sent to CONTRACTOR.

**b) Runaways**

In the event a youth served under this Contract runs away from CONTRACTOR's care and physical custody, DYS may pay CONTRACTOR in accordance with the consideration section of this Contract for each day the youth received services in the program. As soon as possible, on the next weekday, CONTRACTOR will immediately begin to bring in a youth on the waiting list to fill the empty space. Extensions are only to be considered when strong evidence exists the youth will be returned to program following the extension.

**c) Detention**

In the event a youth served under this Contract is removed from CONTRACTOR's care and placed in detention, and the CONTRACTOR is obligated to continue supervising and caring for the youth after his release, DYS may pay CONTRACTOR in accordance with the consideration section of this Contract for a period approved by DYS.

**16. Maintenance Requirements**

CONTRACTOR shall provide for food, personal allowances, and personal incidentals for the youth, as well as all transportation for attendance at: school, to the extent not provided by the school district; medical, dental, and therapeutic appointments; recreational and community activities; places of employment; and shopping for incidental items.

**17. DYS Responsibilities**

DYS is responsible to:

- a) Ensure that a youth has a wardrobe, as prescribed by DYS Clothing Checklist, appropriate to the residential placement. The wardrobe and DYS Clothing Checklist shall either be brought with the youth at the time of placement or provided within 5 working days.
- b) Ensure that the Juvenile Court Counselors communicate with youth and CONTRACTOR in a timely and appropriate manner so as to facilitate the placement process. This contact shall include participation in planning aftercare options, assistance with case management, and mediation of problems as they occur. At a minimum, JC will have weekly contact with youth and RCIII regarding youth's progress in program.
- c) Provide information and paperwork as described in intake process above.
- d) Ensure that JC responds as soon as possible within the next working day after youth is involved in a serious incident or has significant medical concerns.
- e) Notify parents or legal guardians of any emergency involving a youth, such as a runaway, law violation, accident, or serious illness.
- f) Have primary responsibility for transporting a youth's personal possessions to the youth's next placement.
- g) Provide a liaison to the program, whose duties shall be:
  - 1) Targeted case management reporting
  - 2) Monthly contact with provider

### 3) Crisis intervention

h) Notify CONTRACTOR when runaway youth has been apprehended so CONTRACTOR can notify police to cancel the runaway report.

**EXHIBIT B  
BUDGET**

To be attached when processed.

## ATTACHMENT B

### INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor 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 as specified below. The insurance shall include:

#### COVERAGES

#### LIMITS

|                                                            |                                                                                                                          |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Explosion & Collapse              | <input checked="" type="checkbox"/> \$1 million per occurrence                                                           |
| <input type="checkbox"/> Underground Hazards               |                                                                                                                          |
| <input type="checkbox"/> Products / Completed Operations   | <input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.370), Limits presently at \$500,000 per Occurrence |
| <input checked="" type="checkbox"/> Contractual Liability  |                                                                                                                          |
| <input type="checkbox"/> Broad Form Property Damage        |                                                                                                                          |
| <input type="checkbox"/> Owner's & Contractors' Protective | <input type="checkbox"/> Other                                                                                           |

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

☒ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

#### LIMITS

☒ \$1 million per occurrence

☐ Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence.

☐ Other



☒ **PROFESSIONAL LIABILITY** insurance with limits not less than \$1,000,000

☒ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverage required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

☐ **MEDICAL MALPRACTICE** insurance

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

**EMPLOYERS' LIABILITY** ☒ Limits of \$500,000

☐ **BUILDER'S 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 expenditures of funds. Limit \$ \_\_\_\_\_ per employee.

***Any questions concerning insurance and indemnity should be directed to the County Risk Manager at (541) 682-4286.***

## ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CA  
BOOK01CDATE (MM/DD/YY)  
07/02/03

## PRODUCER

KPD Insurance, Inc.  
PO Box 784  
Springfield OR 97477  
Phone: 541-741-0550 Fax: 541-741-1674

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## INSURED

Looking Glass Youth & Family  
Services Inc  
72B Centennial Lp #2  
Eugene OR 97401

INSURER A: General Ins Co of America

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER | TYPE OF INSURANCE                                                                              | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                         |
|---------|------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|------------------------------------------------|
| A       | GENERAL LIABILITY                                                                              | 24CC04021310  | 07/01/03                         | 07/01/04                          | EACH OCCURRENCE \$                             |
|         | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$                  |
|         | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                            |               |                                  |                                   | MED EXP (Any one person) \$                    |
|         |                                                                                                |               |                                  |                                   | PERSONAL & ADV INJURY \$                       |
|         |                                                                                                |               |                                  |                                   | GENERAL AGGREGATE \$                           |
|         |                                                                                                |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$                      |
|         | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |               |                                  |                                   |                                                |
|         | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   |                                                |
|         | AUTOMOBILE LIABILITY                                                                           |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 |
|         | <input checked="" type="checkbox"/> ANY AUTO                                                   |               |                                  |                                   | BODILY INJURY (Per person) \$                  |
|         | <input checked="" type="checkbox"/> ALL OWNED AUTOS                                            |               |                                  |                                   | BODILY INJURY (Per accident) \$                |
|         | <input checked="" type="checkbox"/> SCHEDULED AUTOS                                            |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$              |
|         | <input checked="" type="checkbox"/> HIRED AUTOS                                                |               |                                  |                                   |                                                |
|         | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                            |               |                                  |                                   |                                                |
|         | GARAGE LIABILITY                                                                               |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                     |
|         | <input type="checkbox"/> ANY AUTO                                                              |               |                                  |                                   | OTHER THAN EA ACC \$                           |
|         |                                                                                                |               |                                  |                                   | AUTO ONLY: AGG \$                              |
|         | EXCESS LIABILITY                                                                               |               |                                  |                                   | EACH OCCURRENCE \$                             |
|         | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |               |                                  |                                   | AGGREGATE \$                                   |
|         |                                                                                                |               |                                  |                                   | \$                                             |
|         | DEDUCTIBLE                                                                                     |               |                                  |                                   | \$                                             |
|         | RETENTION \$                                                                                   |               |                                  |                                   | \$                                             |
|         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |               |                                  |                                   | WC STATU-TORY LIMITS \$                        |
|         |                                                                                                |               |                                  |                                   | OTH-ER \$                                      |
|         |                                                                                                |               |                                  |                                   | E.L. EACH ACCIDENT \$                          |
|         |                                                                                                |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$                  |
|         |                                                                                                |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$                 |
|         | OTHER                                                                                          |               |                                  |                                   |                                                |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: ATTACHED SCHEDULE.

## CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

LANEU30

Lane County Dept. of Youth  
Services  
2727 Centennial Blvd.  
Eugene OR 97401

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**Automobile Schedule**  
**Looking Glass Youth & Family Services, Inc., et al**  
**7-01-03**

| Item | Year | Description/Serial Number                                       | Comp Ded | Coll Ded | Spec Parts Ded |
|------|------|-----------------------------------------------------------------|----------|----------|----------------|
| 1    | 1994 | Dodge Maxivan (7 passenger)<br>S#2B5WB3524RK160352              | \$1,000  | \$1,000  |                |
| 2    | 1994 | Ford Van (7 passenger)<br>S#1FBJS31H8RHA47137                   | \$1,000  | \$1,000  |                |
| 3    | 1991 | Ford E350 Van (8 passenger)<br>S#1FBJS31G5MHA60914              |          |          |                |
| 4    | 1995 | Dodge Van (7 passenger)<br>S#2B5WB35Z2SK526900                  | \$1,000  | \$1,000  |                |
| 5    | 1995 | Ford Van (8 passenger)<br>S#1FBJS31H3SHC15076                   | \$1,000  | \$1,000  |                |
| 6    | 1997 | Plymouth Voyager (8 passenger)<br>S#2P4GP4430VR437530           | \$1,000  | \$1,000  |                |
| 7    | 1998 | Ford Club Wagon (15 passenger)<br>S#1FBBSS315XWHB7704           | \$1,000  | \$1,000  |                |
| 8    | 1999 | Ford E350 15 Passenger Van<br>S#1FBSS31L4XHB80936               | \$1,000  | \$1,000  |                |
| 9    | 1990 | GMC Suburban (7 passenger)<br>S#1GKGR26N0LF503665               |          |          |                |
| 10   | 1989 | Chevrolet Suburban Silverado(7 passenger)<br>#1GNEV16K4KF136645 |          |          |                |
| 11   | 2000 | Wells Cargo Trailer (hauls tools)<br>#39750                     | \$1,000  | \$1,000  |                |
| 12   | 1999 | Dodge Caravan (8 passenger)<br>#2B4GP2432XR296940               | \$1,000  | \$1,000  |                |
| 13   | 2002 | Ford F35P XLT 8 Passenger Van<br>S#1FMNE31L82HA52753            | \$1,000  | \$1,000  |                |
| 14   | 2000 | Chevrolet G350 15 Passenger Van<br>S#1GAHG39R2Y1213385          | \$1,000  | \$1,000  |                |
| 15   | 1999 | Ford E150 15 Passenger Van<br>S#1FBSS31L9XHB39427               | \$1,000  | \$1,000  |                |
| 16   | 2003 | Chevrolet Express 12 Passenger Van<br>S#1GAGG25UX31123152       | \$1,000  | \$1,000  |                |

Blank area in deductible column indicates no physical damage coverage.