

W. 3. E. 1.

Memorandum Date: October 21, 2008
Order Date: November 5, 2008

To: Lane County Board of Commissioners

Department: Youth Services

Presented by: Lynne Schroeder

Agenda Item Title: Order/IN THE MATTER OF awarding a contract to Looking Glass Youth and Family Services for residential drug and alcohol services and to Center for Family Development for psychological services and delegating authority to the County Administrator to execute these contracts.

I. **MOTION:** Move Approval of Board Order 08-11-_____ awarding a contract to Looking Glass Youth and Family Services for residential drug and alcohol services and to Center for Family Development for psychological services and delegating authority to the County Administrator to execute these contracts.

II. **AGENDA ITEM SUMMARY**

The Board is being asked to:

- 1) Award the contract for residential drug and alcohol services to Looking Glass for \$385,443 from October 1, 2008 through June 30, 2009;
- 2) Award the contract for psychological services to Center for Family Development for \$262,500 from October 1, 2008 through June 30, 2010; and to
- 3) Delegate the authority to execute the contracts to the County Administrator.

III. **BACKGROUND**

A. **Board Action and Other History**

Funding for residential drug and alcohol services for delinquent males has been provided in the County budget since 1990. Competitive processes were conducted every three years. Looking Glass was selected as the provider in each of these previous competitive processes and has been the administrator of the Pathways Program. For all of these

Both of these programs generate reimbursement revenue from the federal government for treatment services. Thus the use of County general fund dollars generates additional funds for these effective treatment programs.

E. Analysis

Youth coming to the attention of the Department of Youth Services have disproportionately higher identification of significant mental health and drug and alcohol issues than that of the general adolescent population. The Lane County community is acutely aware of the negative impact of alcohol and other drug (AOD) issues. AOD manufacturing, delivery and abuse has produced crime, medical costs, child welfare trauma, domestic violence, the loss of life's potential, and other negative impacts. There is also a severe shortage of mental health resources for youth in Lane County and youth in the juvenile justice system who do not receive appropriate treatment become engaged in further criminal conduct or self harming behaviors. These services will provide the youth and families involved with Youth Services with much needed mental health and drug and alcohol treatment services. Without these services, distressed youth and families will not receive support and skill building that will assist them in becoming successful community citizens.

F. Alternatives

- (1) Award the contracts to Looking Glass and Center for Family Development and authorize the County Administrator to execute both contracts in substantial conformity with the attached contracts, thus providing much needed mental health and substance abuse treatment services to youth and families.
- (2) Disapprove the contracts and not provide these much needed mental health services and residential drug and alcohol treatment services, relying upon already strained existing services to address needs.

d. **Recommendations**

- (1) Award the residential drug and alcohol contract to Looking Glass;
- (2) Award the psychological services contract to Center for family Development; and
- (3) Authorize the County Administrator to execute both contracts.

IV. IMPLEMENTATION

The Board can approve the attached contracts and forward them to the County Administrator for signature.

V. ATTACHMENTS

1. Proposed Order
2. Contract for Residential Drug and Alcohol Services
3. Contract for Psychological Services

IN THE BOARD OF COMMISSIONERS FOR LANE COUNTY

ORDER 08-11-_____:IN THE MATTER OF awarding a contract to Looking Glass Youth and Family Services for residential drug and alcohol services and to Center for Family Development for psychological services and delegating authority to the County Administrator to execute these contracts.

WHEREAS, Lane County recognizes the need for mental health and drug and alcohol services for youth involved with Youth Services,

WHEREAS, the Lane County Budget Committee allocated \$150,000 for psychological services and \$349,000 for residential drug and alcohol services in budget order 08-6-25-2,

WHEREAS, Lane County receives federal reimbursement for the delivery of these services at a minimum rate of \$164,924 per year,

WHEREAS, competitive process were done and Center for Family Development was selected as the provider of said psychological services and Looking Glass was selected as the provider of said drug and alcohol services,

NOW, THEREFORE, it is hereby ordered that the contract for \$262,500 with Center for Family Development and the contract for \$385,443 with Looking Glass Youth and Family Services, Inc. is approved and the County Administrator is authorized to execute contracts in substantial conformity to them.

Dated this ____ day of November 2008.

Chair, Lane County Board of Commissioners

APPROVED AS TO FORM
Date 10/27/08 Lane County
216
OFFICE OF LEGAL COUNSEL

IN THE MATTER OF awarding a contract to Looking Glass Youth and Family Services for residential drug and alcohol services and to Center for Family Development for psychological services and delegating authority to the County Administrator to execute these contracts.

CONSENT CALENDAR: November 5, 2008.

LANE COUNTY
PROFESSIONAL SERVICES CONTRACT
RESIDENTIAL ALCOHOL AND OTHER DRUG TREATMENT
FOR ADOLESCENT MALES

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 services of an individual with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

Whereas, Contractor desires to provide those professional services;

NOW, THEREFORE, the parties agree:

1. Contractor shall provide residential alcohol and other drug (AOD) services for County as stated in the attached **Scope of Work and Program Description**, incorporated by this reference as **Exhibit A**.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits, including **County's Request for Letters of Interest**, incorporated by this reference as **Exhibit C**, and **CONTRACTOR's Letter of Response to County's Request**, incorporated by this reference as **Exhibit D**.

3. In consideration for Contractor's performance, County agrees to pay the sum of \$42,827 per month, payable upon full rendering of services at the completion of each month. Total amount available for the contract period is \$385,443.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from October 1, 2008 through June 30, 2009.

6. The contract is renewable for up to a total of 3 years, ending on September 30, 2011.

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

8. 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.

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

10. 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.

11. 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.

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

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

14. 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.

15. 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.

16. 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.

17. 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.

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

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

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

21. **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.

22. 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.

23. **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.

24. **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.

25. Confidentiality. Client confidentiality shall be maintained pursuant to applicable codes of professional ethics, statutes, administrative rules and regulations of the United States of America and the State of Oregon. Contractor agrees to perform work in compliance with applicable Health Insurance Portability and Accountability Act regulations as set out in the Business Associate's Agreement, incorporated by this reference as **Exhibit B**.

LANE COUNTY, OREGON

DATE: _____

BY: _____
Jeff Spartz
County Administrator

CONTRACTOR

DATE: _____

BY: _____

Title: _____

Address: _____

Business ID No.: _____

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:

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

COVERAGES

- Explosion & Collapse
- Underground Hazard
- Products/Completed Operations
- Contractual Liability
- Broad Form Property Damage
- Owners' and Contractors' Protective

LIMITS

- X \$1 million per occurrence
- Limits of the Oregon Tort Claims Act (ORS 30.370), Limits presently at \$500,000 per Occurrence.
- Other

FORM

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.

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

LIMITS

- X \$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

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

 X **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

 X **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) 682-4392.

Exhibit A
Scope of Work and Program Description
Lane County Contract
Residential Alcohol and Other Drug Treatment
for Adolescent Males

Contractor: Looking Glass
Service Facility: Pathways

I. PURPOSE OF CONTRACT

The program operated by Contractor in connection with this Contract shall provide a placement setting that protects the community while affording assessment and individualized services that facilitate the return of youth served under this Contract to constructive community and family life.

Under this Contract, Contractor's Program shall provide Behavior Rehabilitation Services (BRS). This program has been designed to meet the Federal Medicaid requirements and to provide individualized services to youth offenders based upon a comprehensive assessment and evaluation of the needs of the youth offender. The purpose of BRS programming is to remediate a youth offender's specific dysfunctions and encourage and reinforce appropriate behaviors in youth offenders.

The Contractor shall conduct the program of services required under this Contract in accordance with a consistent set of written goals, policies and procedures, in a manner that complies with Department of Human Services (DHS) Children, Adults and Families (CAF) licensing rules.

The Contractor shall maintain licensure and certifications necessary to manage a residential drug and alcohol treatment facility for adolescents in Oregon.

II. PROGRAM DESCRIPTION

A. Program Category

Contractor's program is classified as Behavior Rehabilitation Services – **Basic Residential**.

B. Population to be Served

The Contractor shall offer services to male youth offenders with co-occurring disorders who are under jurisdiction of the Lane County Juvenile Court and are between the ages of 12 – 18. Contractor shall accept referrals appropriate for residential services that are referred from the Lane County Department of Youth Services CAP Committee.

The Contractor agrees to work with the County to maintain an average daily population (ADP), aggregated monthly, of 8 youth offenders. Contractor will serve between 24-30 youth annually in its residential program.

Exceptions to admission criteria may be considered on a case-by-case basis. Contractor may admit youth offenders outside of normal criteria only with COUNTY approval.

Contractor's determination that a youth offender is appropriate or inappropriate for placement with the Contractor shall be documented in writing by the Contractor and sent to the County within five (5) working days of receiving referral information. Contractor may place a youth offender whose behavior may add significant stress to the Contractor's living environment on a waiting list until sufficient support exists to sustain that youth offender in the Contractor's program with written approval from COUNTY.

Contractor shall not deny admission of a youth offender to Contractor's program based solely on any of the following:

- the presence or absence of family members to support the placement.
- the basis of the race, color, or national origin of the parent or the youth offender involved.
- a youth offender's failure to make an initial commitment to participate in program services.

All youth offenders served under this Contract must be under the jurisdiction of Lane County Juvenile Circuit Court.

C. Criminal History Checks

The Contractor shall ensure that any person having direct contact with County youth offenders under this Contract has passed a criminal history check and meets the County's criminal history records check standards before the person provides unsupervised services under this Contract.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contact with County youth offenders under this Contract.

D. Combined Care of Children and Adults

Children and adults must be housed in separate bedrooms. If a youth offender is 18 years of age or older and is to share a bedroom with a youth offender less than 18 years of age, the Contractor must obtain written approval from the DHS Licensing Coordinator and contact the youth offender's Juvenile Counselor or OYA JPPO. If the older offender is in a bedroom alone, no approval is needed.

Co-ed facilities: The Contractor shall provide adequate supervision when the program serves both males and females concurrently. Bedrooms for males must be separated from bedrooms for females.

E. Minimum Direct Care Staffing Levels: Staffed Residential Setting

Twenty-four hour supervision shall be provided by professionally trained staff working shift work schedules in a facility maintained by the Contractor. The Contractor shall ensure that a youth offender is not left unsupervised.

Contractor shall maintain a system for daily communication between its staff regarding the whereabouts, status and condition of the youth offenders served under this Contract.

In the event a youth offender served under this Contract must be hospitalized and the plan is for the Contractor to continue supervising and caring for the youth offender after his/her release from the hospital, the Contractor shall work in collaboration with the youth offender's Juvenile Counselor or OYA JPPO and family, when appropriate, to develop a plan for supervision for the time during which the youth offender is in the hospital.

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

Contractors shall use the ratios of staff to youth offenders generated from the chart below to determine the appropriate staffing levels for each shift, based on the number of youth offenders in the program. When calculating the staff to youth offender ratio only direct care level staff will be included in the calculation. This may include, but is not limited to, Youth Care Staff, Social Service Staff, and Program Coordinators, during those portions of their shifts when they are directly engaged in supervision. Staff whose job description does not involve direct supervision of youth shall not be included in the calculation. These are considered the minimum ratios to ensure safety and supervision.

7 a.m.- 3 p.m.	3 p.m.-11 p.m.	11 p.m.- 7 a.m.
Ratio (1:7)	Ratio (1:5)	Ratio (1:9)

Within this basic framework the Contractor shall have the flexibility to adjust staffing levels within the three (3) separate time blocks to better match the needs of the program at any given time. Staffing patterns that fall below the minimum ratio in the chart above for any shift must be pre-approved in writing by COUNTY.

At least one (1) direct care staff shall be on duty and awake at any time one (1) or more youth offenders are present in the Contractor's facility. The Contractor shall ensure that at least one staff per shift is certified in CPR and First Aid. In the event that no youth offenders are in the facility, the Contractor shall have resources and procedures in place to serve youth offenders that may experience crises or need to return to program unscheduled.

When youth offenders are in the community for any reason the Contractor shall provide adequate supervision or take steps sufficient to ensure that adequate supervision is provided.

H. Minimum Staff Qualifications

Contractor staffing must meet the following minimum qualifications:

1. 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 offenders 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 (2) years of experience in the supervision and management of a residential facility for the care and rehabilitation of youth.

2. 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 Youth Care Staff in provision of appropriate services to youth offenders.

Minimum qualifications: A master's degree with major study in social work or a closely allied field and one (1) 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 (2) years of experience in the care and rehabilitation of youth.

3. Youth Care Staff

Responsibilities include direct supervision and control of the youth offenders' daily living activities; providing assistance to Social Service Staff in providing individual, group, and family counseling and skills training; providing therapeutic interventions to youth offenders as necessitated by the youth offender's behavior, and as directed by individual Service Plans; and monitoring and managing the youth offender'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 offenders, including: "child care workers," "relief staff," "night staff," "skills trainers," "residential counselors," and/or "lead Youth Care Staff."

Minimum Qualifications: No less than 50 percent of the Youth Care Staff shall have a bachelor's degree or two (2) years of experience working with youth.

III. PROGRAM SERVICES

A. Service Delivery

1. Referral/Intake

a. Regular Referral Process

The Contractor is responsible for reviewing referral information from the Juvenile Counselor or OYA JPPO to support the need for the youth offender's placement in the Contractor's program.

Within five (5) working days of receiving referral information, the Contractor shall notify the County whether the referral will be given further consideration or will be rejected and, if rejected, the applicable basis for the rejection from among those set forth in this Contract as permitting rejection shall be forwarded to the referring entity in writing.

Contractor shall maintain a written log of all referrals, including the following information:

- Date referral received
- Reason for rejection, if applicable

- Date Juvenile Counselor or OYA JPPO contacted.

The Contractor and the Juvenile Counselor or OYA JPPO making the referral shall arrange a time for a screening interview with a youth offender who appears to be appropriate prior to the youth offender's placement with Contractor. At a minimum, this interview will include the participation of the youth offender, the youth offender's Juvenile Counselor or OYA JPPO and the Contractor's representative. The Juvenile Counselor or OYA JPPO may invite the youth offender's family or caretaker to attend this meeting as appropriate. At this meeting, the Contractor shall, without limitation, describe its program, its rules, its treatment approach and the procedure for the youth offender's acceptance.

The Contractor shall have written program policies to clearly define the referral process. These policies will be reviewed as part of the County's program evaluation process, or shall be provided by the Contractor upon request of the COUNTY.

When youth offenders are admitted to the program, Contractor is responsible to inform youth offenders and parents/guardians about the Contractor's behavior management system, and to provide parents/guardians a copy of Contractor's policy regarding seclusion and restraint.

b. Exception Referral Process

Contractor shall have a written policy, approved by the COUNTY, setting forth the exception criteria and the procedure by which youth offenders may be given rapid access to Contractor's program. In certain circumstances, the Contractor and the Juvenile Counselor or OYA JPPO may mutually agree to employ this exception referral process to streamline the referral and screening process for a youth offender meeting the criteria.

c. Prior Authorization

A licensed practitioner of the healing arts must authorize a youth offender's participation in BRS programming prior to the youth offender's admission. The Contractor shall ensure that a copy of the Prior Authorization is received from the Juvenile Counselor or OYA JPPO at the time of youth offender's admittance into Contractor's program. This authorization allows the youth offender to participate in BRS programming for a period of one (1) year. If a youth offender requires BRS programming beyond one (1) year, authorization for continued service from the licensed practitioner of the healing arts is required. The Contractor shall notify the assigned Juvenile Counselor or OYA JPPO 30 days prior to expiration of the authorization.

d. Parole/Probation Agreement

The Juvenile Counselor or OYA JPPO will provide the Contractor with a legible copy of the youth offender's Case Plan, Parole/Probation Agreement or court order defining probation terms. The Contractor shall ensure that the appropriate items contained in the Case Plan, Agreement or court order are included in the youth offender's Initial and Master Service Plan. As used in this Contract, the term "Service Plan" shall collectively refer to the Initial and Master Plan. Service Plans are discussed more in depth in Section III.A.2.c below.

2. Service Planning

a. Initial Service Plan

Within 48 hours of a youth offender's admission, the Contractor shall develop a written Initial Service Plan which shall specify the services to be delivered during the youth offender's first

30 - 45 days in the program until the Master Service Plan is written.

At a minimum, the Initial Service Plan development process shall include the Contractor's Social Service Staff, the Juvenile Counselor or OYA JPPO, and the youth offender. In addition, Contractor shall invite the youth offender's family and any other significant persons involved with the youth offender to participate. Prior to implementing the Initial Service Plan, the Contractor shall receive approval of the Initial Service Plan from the youth offender's Juvenile Counselor or OYA JPPO by fax, telephone, or on-site review.

An Initial Service Plan shall be based on a thorough assessment of the youth offender's referral information. The Initial Service Plan shall include but not be limited to:

- A plan to address specific behaviors including the intervention to be used
- A plan for any overnight home visits
- Anticipated discharge date
- Anticipated type of placement at discharge
- Any identified needs from the COUNTY Risk/Needs Assessment
- Existing orders for medication and any prescribed treatments for medical conditions

b. Assessment and Evaluation

Appropriate assessment of a youth offender's individual needs is an integral part of BRS programming. Within 30 days of a youth offender's admission into Contractor's program, the Contractor's Social Service staff shall complete a written Assessment and Evaluation.

All Assessments and Evaluations shall include but are not limited to the following domains:

- Legal status / Offense Specific;
- Medical (including medications and dosages);
- Family (including specific Cultural factors);
- Mental Health;
- Alcohol and Drugs;
- Educational;
- Vocational;
- Social Living Skills; and
- Placement Planning including home visits

The following areas shall be addressed in the Assessment and Evaluation within each of the above mentioned domains as appropriate:

- Problems, Reason for Referral or Placement, Pertinent Historical Information;
- Youth offender Behaviors, Response to Current Services, Strengths and Assets;
- Significant Incidents and/or Interventions;
- Supervision Level (any supervision needs greater than usual for the program);
- Assessment of responsivity factors of youth offenders to different styles and modes of service (Examples of responsivity factors include: motivation or readiness to change, intelligence, maturity, personality, mental disorders, reading level, and depression.); and
- Information from the COUNTY Risk/Needs Assessment.

The Contractor shall forward a copy of the Assessment and Evaluation to the referring Juvenile Counselor or OYA JPPO by the 30th day following the youth offender's admission into the Contractor's program. At the request of COUNTY the Contractor shall furnish an abbreviated evaluation if it is needed for legal or planning purposes prior to a youth offender's 30th day of placement.

If a youth offender is transferring between BRS programs and the most recent comprehensive BRS Assessment and Evaluation (A &E) is less than 90 days old, it is acceptable for the program to complete an updated A & E about the youth offender's current status and needs. A copy of the updated A & E shall be forwarded to the Juvenile Counselor or OYA JPPO by the 30th day following the youth offender's admission into Contractor's program.

c. Master Service Plan

Within 45 days after a youth offender's admission into Contractor's Program, Contractor shall complete a written Master Service Plan. A Master Service Plan shall include goals that are measurable, and attainable within a specified time frame.

All Master Service Plans shall address the following domains where need is indicated by assessment and history:

- Legal status / offense specific;
- Medical information (including medications and dosages)
- Family (including specific Cultural factors);
- Mental health;
- Alcohol and drugs;
- Educational;
- Vocational;
- Social living skills;
- Placement planning, including home visits, anticipated discharge date, and transition planning;
- Other needs identified in a youth offender's Assessment and Evaluation that do not fall in one of the identified domains; and
- Completion criteria for each youth offender. Completion should be defined by progress in acquiring pro-social behaviors, attitudes, and beliefs while in the program, and not engaging in behavior that seriously jeopardizes the safety of staff and other program participants.

The following elements shall be addressed for all domains listed above:

- Specifically stated and prioritized service goals for the youth offender which include the COUNTY's recommendations
- Specific interventions and services Contractor shall provide to address each goal, including the use of the behavior management system as an intervention and any supervision needs that are greater than usually provided by the program
- Person (s) responsible for providing service
- Specifically stated behavioral criteria for evaluating achievement of goals
- A time frame for completion of goals
- Method for monitoring progress and the person responsible for monitoring

- Description of services by other providers including how services will be monitored (see further explanation below)
- Aftercare/transition goal and plan

The Master Service Plan shall also include the following other areas, where applicable:

- Needs addressed by other service providers - There may be needs identified in the Assessment and Evaluation that will be addressed by a service provider outside of the Contractor's program, during the same time the youth offender is residing in the Contractor's program. These needs must be addressed in the Master Service Plan, with the service provider identified. It shall remain the Contractor's responsibility to facilitate the youth offender's access to other service providers whenever identified needs cannot be met within the scope of services offered by the Contractor.
- Overnight visits - If it is planned for a youth offender to participate in overnight home visits, the Master Service Plan shall document that home visits are to occur and identify the frequency of the visits, relating the visits to the objectives contained in the Master Service Plan. Any deviation from the approved home visit plan requires prior written approval from the Juvenile Counselor or OYA JPPO.

Prior to implementation of a youth offender's Master Service Plan, the Contractor's Social Service Staff, the youth offender, and the Juvenile Counselor or OYA JPPO will meet to approve the plan. Contractor shall invite the youth offender's family and other significant persons involved with the youth offender to participate. The original copy of the approved Master Service Plan shall be signed by the attendees and kept in the youth offender's file at the Contractor's program. Contractor shall give those persons involved in the youth offender's care a copy of the approved Master Service Plan within five (5) working days of the above mentioned meeting.

If the Juvenile Counselor or OYA JPPO is not available to sign the Master Service Plan, the Contractor shall deliver a copy of the plan to the Juvenile Counselor or OYA JPPO and document his/her verbal approval prior to plan implementation.

d. Master Service Plan Review

The Master Service Plan must be reviewed and updated by Contractor whenever services are modified to reflect changes in behavior or identified service needs. Formal service plan reviews must occur no less frequently than every 30-days. Contractor shall maintain documentation of service plan reviews in the youth offender's file.

Contractor shall coordinate and convene service plan review meetings. Contractor shall invite the youth offender's family, the Juvenile Counselor or OYA JPPO and other significant persons involved with the youth offender to participate. These meetings must be scheduled to allow maximum participation by all persons involved in the service planning process. Consideration is to be given to the work schedules and other obligations of family members and other service team members.

Contractor shall provide written copies of service planning documentation for participants at service plan reviews. Service plan review documents must include:

- progress toward achievement of service goals

- modifications to services based on new behaviors or identified needs
- any changes regarding recommendations, discharge date, or transition/discharge plan
- a summary of critical incidents which have occurred since the last report

After the review meeting, Contractor's Social Service staff shall update the Master Service Plan, incorporating the feedback from the review meeting. Contractor shall obtain written approval from the Juvenile Counselor or OYA JPPO prior to implementing any changes to a service plan. Signatures from all participants attending review meetings must be maintained as part of each service plan review documentation.

Contractor's staff shall ensure that all service planning participants receive the updated service plan document within 5 working days of the review meeting.

3. Transition/Aftercare Plan

Contractor shall facilitate a youth offender'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 offender. Contractor shall begin transition/aftercare planning upon the youth offender's admission in the program, with acknowledgment that plans may change dependent upon the youth offender's progress in program.

The transition/aftercare planning is a collaborative process between the Contractor's Social Service Staff, the Juvenile Counselor or OYA JPPO, the youth offender, the youth offender's family when possible, and other significant persons involved with the youth offender.

Thirty days prior to the youth offender's exit from the program, Contractor shall update the Master Service Plan to include the final transition/aftercare plan. Contractor shall provide copies of the final transition/aftercare plan to the Juvenile Counselor or OYA JPPO, the youth offender, the youth offender's family when possible and other significant persons involved with the youth offender.

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

- Identification of the youth offender's individual needs and unmet goals specific to preparation for transition, i.e. independent living skills, education, mental health, offense-specific treatment, family support, victim notification;
- Identification of person responsible for providing transition services during last 30 days of placement. Transition services should address needs and unmet goals as described above;
- Identification of person(s) or County responsible for providing aftercare services, with Juvenile Counselor or OYA JPPO approval, including contact information, related to needs and unmet goals as described above, and;
- Contractor's planned services for monitoring the youth offender's progress within the community for a period of 90 days after discharge from residential placement in the Contractor's program. At minimum, Contractor shall provide:
 - Regular telephone contact with the youth offender, the youth offender's Juvenile Counselor or OYA JPPO, the youth offender's family and/or other significant persons;
 - Continued Parental involvement;

- face-to-face, regularly scheduled meetings and/or crisis intervention for the youth offender and the youth offender's family; and
- continued participation in Contractor's program activities as appropriate.

The Contractor shall not be required to provide transition services under the following circumstances:

- Juvenile Counselor or OYA JPPO removes the youth offender from the program with little or no prior-notification and in a manner not in accord with the existing transition plan
- The youth offender is discharged from the program on an emergency basis due to the youth offender's behavior
- The youth offender is discharged from the program after being placed in detention and there is not a plan for the youth offender to return to the program
- The youth offender is discharged after running away from the program
- The youth offender is discharged to another BRS program
- The youth offender is discharged to a Youth Correctional Facility

4. Discharge Summary

Within 15 days of the youth offender's discharge from residential placement with the Contractor, the Contractor shall complete a written Discharge Summary and forward a copy to the Juvenile Counselor or OYA JPPO. The summary shall discuss the youth offender's progress toward service plan goals.

5. Aftercare Discharge Summary shall be completed by the Contractor and forwarded to the Juvenile Counselor or OYA JPPO no later than 30 days following discharge from the 90 day Aftercare period. This Aftercare Discharge Summary shall describe the youth offender's adjustment in the community and any further recommendations.

6. Service Documentation

All BRS programming must relate directly to the youth offender's service plan. Contractor shall maintain documentation that notes:

- The type of BRS service provided to each youth offender, including the nature and duration of the activity;
- The name and position of the person providing the service to each youth offender; and
- Description of youth offender's participation in the service

On a monthly basis, Contractor shall briefly summarize this information to document total number and type of BRS hours provided to each youth offender and each youth offender's progress toward achievement of service plan objectives to determine effectiveness of services. These summaries shall be completed by Contractor's Social Service Staff and placed in each youth offender's respective file. Alternatively, the Contractor may document youth offender's progress by meeting notes from weekly case management meetings for each youth offender in program.

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

7. Restraints and Seclusion

If used by the Contractor, it must be clear in the Contractor's policy that restraint or seclusion is used as an intervention of last resort. The policy must describe how and by whom staff are trained and monitored in approved techniques. Incident reports must be written whenever restraints and/or seclusion are used, with copies faxed to both the Juvenile Counselor or OYA JPPO as soon as possible after the incident occurs.

8. Incident Reports

Incidents and crisis interventions must be recorded by Contractor and kept in a youth offender's file.

a. Documentation Requirements

Incident reports must contain the following information:

- Name of the youth offender
- The date, location, and type of incident
- The duration of any seclusions or physical restraints employed in the context of the incident
- Name of staff involved in incident
- Name(s) of staff and youth witnesses, using client numbers, initials or other means to protect youth offender confidentiality
- Description of incident including precipitating factors, preventative efforts employed, description of circumstances during incident
- Physical injuries to a youth offender or others (other youth offenders or staff). Include information regarding any follow up medical care/treatment sought.
- Documentation showing that any necessary reports were made to other agencies (i.e., Child Protective Services, school, law enforcement and/or parents/guardians/others)
- Documentation indicating the date that a copy of the incident report was sent to the youth offender's Juvenile Counselor or OYA JPPO
- Actions or interventions taken by program staff
- Any follow up recommendations for youth offenders or staff
- Any follow up or investigations conducted by Contractor's supervisory staff or administrative personnel, DHS, COUNTY or other sources, (i.e., law enforcement, attorneys, etc.)
- Contractor's review of the incident

9. Reporting Requirements - Juvenile Counselor or OYA JPPO

Any incident, condition or situation which places the status or custody of a youth offender served under this Contract in jeopardy must be immediately verbally reported to the Juvenile Counselor or OYA JPPO by Contractor. If the incident occurs during after hours, Contractor must contact Lane County Youth Services Intake Control and leave a message on the Juvenile Counselor or OYA JPPO phone. Contractor must follow verbal notification with written documentation within 24 hours.

Incidents involving the use of restraint or seclusion must be reported by Contractor to the Juvenile Counselor or OYA JPPO, via incident report, as soon as possible after the incident occurs.

10. Reporting Requirements - COUNTY & DHS Licensing

Incidents which are of a nature serious enough to have safety, programmatic, possible media interest/attention or contractual impact must be reported immediately by Contractor either verbally or electronically to the Department of Youth Services Administration and the DHS Licensing and Treatment Services Unit. Verbal notification must be followed by written documentation by Contractor within 24 hours to the Department of Youth Services Administration and to DHS Licensing and Treatment Services.

Examples of these incidents include: Allegations of abuse or neglect involving a program staff or another youth in Contractor's care, disturbances or riots, emergency medical services, police respond to a situation involving youth offenders in Contractor's care.

Incidents involving the use of restraint or seclusion must be reported by Contractor to the Department of Youth Services Administration, via incident report, as soon as possible after the incident occurs.

At the end of each month Contractor shall send copies of all incident reports for the month to Department of Youth Services Administration.

Any communication outage must be reported and an alternative method of communication must be provided immediately to the COUNTY.

11. Terminology and Content

All documentation, including but not limited to, service plans, progress notes, assessments, progress reports, and incident reports, shall be written in terms that are easily understood by all persons involved in service planning. Documentation shall be corrected, when necessary, by the use of a single line drawn through the incorrect information, the addition of correct information, with the date corrected, and the initials of the person making the correction. Under no circumstances shall white out, eraser tape, or other means of eradicating information be used to make corrections on documentation.

B. Behavior Rehabilitation Services

The Contractor must provide an array of rehabilitation services in a format appropriate to meet the needs of youth offenders as defined in their service plan. Daily BRS services must encourage, support, and reinforce appropriate behaviors in youth offenders, according to the individual youth offender's service plan, using evidence-based treatment methods whenever possible. All BRS activities must be structured and directly supervised by program staff. Contractor shall provide BRS activities in accordance with the following requirements:

1. Minimum Weekly BRS Service Level Requirements

- 13 hours of counseling and skill building per week to include:
 - 2 hours of either individual counseling or skill building
 - 10 -11 hours of individual or group counseling, skill building or consultation
 - 1 hour family counseling or parent training where appropriate

2. Service Descriptions

a. Individual & Group Counseling

Face to face individual or group sessions designed to remediate specific dysfunctions which have been explicitly identified in a service plan. Counseling may occur via scheduled sessions or as part of milieu interventions as defined in the youth offender's service plan. Each youth offender's individual Service Plan must prescribe the amount and type of counseling services, problems to be addressed and goals of counseling services.

b. Family Counseling

Face to face counseling sessions with the youth offender and youth offender's family or identified substitute care family. Family counseling is focused on assisting the family to recognize the specific needs of the youth offender, to support the youth offender's efforts to change, and to address issues within the family system which impedes the family's ability to function successfully.

c. Parent Training

Planned activities and/or interventions, face to face or by phone, provided by direct care/social service staff to the youth offender's parents or other family resource. Parent training is designed to assist the family to recognize the specific needs of the youth offender, to support the youth offender's efforts to change and to improve and strengthen parenting knowledge and/or skills indicated as being necessary for the youth offender to return home or another community living resource. Most often the persons receiving parent training will be the caretaker for the youth offender after placement in the program.

d. Skill Building

Planned, specific, 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, risky/irresponsible thinking. Skill building services must be goal oriented and directly related to a youth offender's Individual Service Plan.

C. Other Required Services

1. Recreational, Social, and Cultural Activities

Recreation time must be provided to youth offenders on a daily basis. Recreation is time for youth offenders to have 'fun', and activities offered must be varied in type to allow youth offenders to obtain new experiences. Contractor must document recreation as having been provided, by recording the type of activity the youth offender participated in, and the date it occurred.

Recreation must include 2-3 opportunities per week to participate in activities in the community, unless the youth offender is clearly unable to participate in off campus activities due to safety issues. If a youth offender is restricted from participation in community recreation, Contractor shall document the reason in the youth offender's file, and the reason must be reviewed regularly to ensure that the youth offender is not unnecessarily restricted from off site activities. Contractor must offer any youth offender who is restricted from community activities alternative opportunities for recreation on site.

The Contractor must provide access to or make available social and cultural activities for the youth offenders as part of the therapeutic milieu of the program. These activities are to promote the youth offender's normal development and help broaden the youth offender's

understanding and appreciation of the community, arts, environment and other cultural groups.

Recreational activities that present a higher level of risk to youth offenders must be pre-approved by the youth's parent or OYA JPPO. This applies to activities that require a moderate to high level of technical expertise to perform safely, present environmental hazards, or where special certification or training is recommended or required such as whitewater rafting, rock climbing, ropes courses, recreating on or in any body of water where a certified lifeguard is not present and on duty, backpacking, and mountain climbing.

2. Academic Assistance

Contractor shall provide adequate opportunities for youth offenders to complete homework assignments with assistance from staff if needed.

3. Health Care Services

The Contractor shall ensure that each youth offender's mental health, physical health, (including alcohol and drug treatment services), dental and vision needs are met. This does not include paying the cost of services or medications which are covered by the Oregon Health Plan (OHP) or by the youth offender's third party private insurance coverage. The Contractor shall administer and monitor medications consistent with all applicable licensing rules.

Contractor shall facilitate the youth offender's access to other service providers whenever identified needs cannot be met within the scope of services offered by the Contractor. If health care services are needed, but not provided due to lack of availability or access, the Juvenile Counselor or OYA JPPO shall be notified in writing and these efforts and outcomes must be documented by the Contractor as part of the youth offender's case file.

If there is no record that a youth offender has received a physical examination within the six months immediately prior to youth offender's placement with Contractor, the Contractor shall ensure that the youth offender receives a general medical check, consistent with managed health care allowances, within 30 days of placement. Contractor shall keep documentation of this procedure in youth offender's file, and Contractor shall send a copy to the youth offender's Juvenile Counselor or OYA JPPO.

D. Culturally Competent Services

Providing effective culturally competent services that comprehensively address the unique needs of youth with a variety of cultural backgrounds is a priority for the County. The Contractor shall be responsible for providing culturally competent services, as a part of its overall evidence-based treatment programming.

E. Gender Specific Services

Providing effective gender-specific services that comprehensively address the unique needs of young women and young men is a priority for the County. The Contractor shall be responsible for providing gender specific services, as a part of its overall evidence-based treatment programming.

F. Religious Practices

The Contractor shall ensure that reasonable opportunities for religious practice are afforded to all youth offenders without fear of penalty. The Contractor shall also ensure that youth have

the right to refuse to participate in religious activities if they so choose.

G. Quality Improvement

The Contactor shall maintain processes and quality improvement (QI) procedures to monitor the operation of the service program required under this Contract to assure compliance with the State BRS program requirements as found in this Contract.

H. Termination of Placements

If the Contractor or the COUNTY believes that it is necessary to terminate a youth offender from the Contractor's program prior to the youth offender's planned graduation date, the following procedures shall be used:

- Contractor shall ensure that when a youth offender is terminated from the Contractor's program, whether in a planned or unplanned manner, the youth offender's personal belongings are gathered and placed in a secure setting as soon as reasonably possible after the youth offender's absence; and
- Within 15 days following the youth offender's termination from residential placement with the Contractor, the Contractor shall complete a written Discharge Summary and forward a copy to the Juvenile Counselor or OYA JPPO. The summary shall discuss the youth offender's progress toward Master Service Plan goals.

1. Planned Termination by Contractor

If it appears to Contractor that a youth offender may not be able to continue under the care and service of Contractor, the Contractor shall notify the youth offender's Juvenile Counselor or OYA JPPO in writing as soon as reasonably practicable. Such notification shall allow the COUNTY or Contractor to negotiate further program involvement for the youth offender.

As soon as practicable following such notification, the COUNTY will meet with the Contractor to staff the case. If a decision is reached to terminate the youth offender from the program, the date of termination shall be decided at this time. If a date cannot be mutually agreed upon, the Contractor may terminate the youth offender's placement with Contractor 30 days from the original notification to the Juvenile Counselor or OYA JPPO. The Contractor shall give notice of such termination to the Juvenile Counselor or OYA JPPO in writing within five (5) working days of the case staffing.

2. Planned Termination by COUNTY

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

As soon as practicable following such notification, the COUNTY will meet with the Contractor to staff the case. If a decision is reached to terminate the youth offender from the program, the date of termination will be decided at this time. If a date cannot be mutually agreed upon, the COUNTY may terminate the youth offender's placement with Contractor at any time.

3. Emergency Termination by Contractor

After consultation with the Juvenile Counselor or OYA JPPO, the Contractor may remove a youth offender from its care if the youth offender is a clear and immediate danger to self or others. In such situations, the COUNTY will consider the notification a priority and respond to

the Contractor within one working day. After the youth offender is removed from the program on an emergency basis, the Contractor and COUNTY will meet to discuss the issue of continuation of services, and agreement will be negotiated regarding the appropriateness of return to program.

4. Emergency Termination by COUNTY

The parties understand and agree that under any of the following circumstances, without limitation, the COUNTY may remove a youth offender from placement with the Contractor immediately:

- An allegation of child abuse/neglect or other conditions causing the COUNTY to determine that the youth offender's health, safety or welfare is or may be endangered; and
- Action taken pursuant to a court order.

I. Approval Process for overnight absences (including recreation)

Prior written approval by the Juvenile Counselor or OYA JPPO is required for any youth offender that will be sleeping outside of the program for any reason including, but not limited to; home visits, camping trips, court appearances, hospital, or detention; excluding cases of emergency. Initial approval will be completed at intake and include information from the Juvenile Counselor or OYA JPPO documenting any special instructions such as:

- Conditions under which an overnight absence from the program would be approved
- Home visit resource(s) that are acceptable
- Any required notifications to the community: victim, court, special interest group, police
- Approved and/or non-approved contacts during absences, as applicable
- Approved and/or non-approved activities, as applicable

After Initial approval by the Juvenile Counselor or OYA JPPO, the Contractor shall then notify the Juvenile Counselor or OYA JPPO of each upcoming overnight visit at least 2 working days prior to the visit, and provide the following information:

- Date(s)
- Type of visit/activity
- Location of visit/activity
- Explanation of how any special conditions or requirements will be addressed

J. Out of State Travel

Contractor shall not permit a youth offender admitted to Contractor's program to leave the state without prior written approval by the Juvenile Counselor or OYA JPPO.

K. Maintenance of Program Population

The COUNTY will maintain payment of the agreed contract amount regardless of how many youth are in the program with the condition that CONTRACTOR strives to maintain an average of 8 youth in the program. In limited instances, it may be beneficial to both the Contractor and the COUNTY to have youth temporarily absent from the program, but to not fill that youth's spot with another youth. Such instances are as follows:

1. Home Visits

In the event a youth offender served under this Contract is absent from the program for the purpose of an authorized home visit that is defined in the youth offender's individual Service

Plan, and Contractor is obligated to continue supervising and caring for the youth offender. Youth may participate in home visits for no more than eight (8) days total per month.

2. Runaways

In the event a youth offender served under this Contract runs away from Contractor's care and physical custody and the youth is gone for more than 4 days, Contractor should admit the next youth on the waiting list.

3. Detention

In the event a youth offender served under this Contract is removed from Contractor's care and placed in detention, Contractor and COUNTY may negotiate how soon the youth may be returned to the program or whether the youth will be terminated and another youth on the waiting list be admitted.

4. Hospitalization

In the event a youth offender served under this Contract is hospitalized for any reason, and the plan is for the youth offender to return to the Contractor's program after the youth offender is released from the hospital, and the Contractor continues to document daily the services being provided to the youth offender, the Contractor may hold the space for the hospitalized youth.

L. Maintenance Requirements

Contractor shall provide for: food; personal allowances; and personal incidentals for the youth offenders; 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. Contractor shall maintain a wardrobe for the youth offender.

Exhibit B
Business Associate Agreement/Amendment
HIPAA Privacy and Security Rules

This agreement ("Agreement/Amendment") is entered into by Lane County, a political subdivision of the State of Oregon ("County") and Looking Glass Youth and Family Services, Inc. ("Contractor").

A. RECITALS

1. Contractor is providing services to a County program designated as a covered healthcare component and such services will require disclosure and use of Protected Health Information ("PHI"), including electronic PHI, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

2. HIPAA Privacy and Security Rules 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 the Security Rule set forth in 45 CFR 164.314, and Contractor desires to provide such business associate assurances with respect to the performance of its obligations.

B. 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).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, and as these may be amended from time to time.

"Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR 164.501, limited to the information created, received, or accessed by Contractor from or on behalf of the Agencies through performance under the Contract. 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.

"Required by law" shall have the same meaning as the term in 45 CFR 164.501.

"Secretary" shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.

"Security Rule" shall mean the standards for security of PHI in "Subpart C - Security Standards for the Protection of Electronic Protected Health Information", beginning 45 CFR § 164.302, and particularly requirements for business associates in 45 CFR § 164.308(b) and 45 CFR § 164.314(a). The Security Rule is a subpart of the Privacy Rule.

“Service contract” shall mean the agreement between County and the Contractor obligating Contractor to perform certain services.

Capitalized terms, other than those defined in this Agreement/Amendment, shall have the same meaning as those terms in the Privacy and Security Rules.

C. USES AND DISCLOSURES IN PERFORMING SERVICES

1. The parties agree that the following terms and conditions shall apply to Contractor's performance of obligations under the Service Contract.

2. Contractor is authorized to access, receive, use or disclose PHI for the express purpose of performing the services under the Contract. Except as otherwise expressly permitted and as limited in this Agreement/Amendment or as Required by Law, Contractor may use or disclose PHI to perform the functions, activities or services for, or on behalf of, the County, set forth in the Contract and provided that such use or disclosure would not violate the Privacy or Security Rules or the applicable minimum necessary policies of the County if done by the County. Contractor shall access, receive, transmit, use, or disclose only the minimum necessary PHI to fulfill its obligations to the County or as imposed by law. Further use or disclosure other than as permitted or required by the Contract or as Required by Law is prohibited.

D. ADDITIONAL BUSINESS ASSOCIATE OBLIGATIONS OF CONTRACTOR

1. Contractor shall implement administrative, physical and, technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI that it accesses, receives, or transmits on behalf of the County. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement/Amendment.

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

3. Except as otherwise limited in this Agreement/Amendment, 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 promptly notify the Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

4. 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).

5. Contractor may not aggregate or compile PHI accessed or received under the Contract with the PHI of other entities unless this Agreement/Amendment permits Contractor to perform Data Aggregation services. Under no circumstances may Contractor disclose PHI of the County to another person, entity, or agency absent express authorization of the County.

6. Contractor agrees to report to the County any use or disclosure of PHI not provided for by this Agreement/Amendment of which it becomes aware, as soon as possible.

7. 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/Amendment. Contractor agrees to report to the County, the remedial action taken or proposed to be taken with respect to such use or disclosure. Contractor agrees to cooperate with the County in any mitigation efforts County requests and deems appropriate.

8. Contractor agrees to ensure that any agent, including any subcontractor to whom it provides PHI or makes PHI available, executes an agreement with the same terms, conditions, and restrictions of the use and disclosure of PHI as contained in this Agreement/Amendment. This includes ensuring that any agent, including subcontractor, agrees to implement reasonable and appropriate safeguards to protect electronic PHI.

9. The parties do not anticipate that, at any point in time, the County will be unable to access and control PHI or that any change to PHI required below would affect Contractor's performance under the Service Contract. However, in the event Contractor does have access and control of PHI:

a. At the request of the County and within five business days, and unless directed otherwise, Contractor shall provide access of their PHI to an Individual to meet the requirements under 45 CFR § 164.524.

b. Contractor shall make any amendment(s) to PHI that the County directs or agrees to pursuant to 45 CFR § 164.526 at the request of the County or an Individual.

c. Contractor shall document such disclosures of PHI and information related to such disclosures as are required for the relevant County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Contractor shall provide the accounting to the County or to an Individual as directed by the County, within five business days.

d. As to Contractor's obligations in 9. a., b., and c. above, Contractor shall document and retain for six years from the date of creation or date last in effect, whichever is later:

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

ii. The PHI that are subject to access by individuals under 45 CFR 164.524, subject to the 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 (c) above.

10. Contractor agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by, or made available or accessed by Contractor on behalf of the County, available to the County or to the Secretary within five business days or within the time frame designated by the Secretary, for purposes of the Agencies or Secretary determining the County's compliance with the Privacy and Security Rules, or for audit purposes.

E. OBLIGATIONS OF COUNTY

1. The County shall notify Contractor of any additional limitations, to the extent that the limitation may affect Contractor's access, receipt, use or disclosure of PHI of that County.
2. The County shall notify Contractor of any changes in, or revocation of, permission by Individual to access, receive, use or disclose PHI, to the extent that the changes may affect Contractor's use or disclosure of PHI.
3. The County shall notify Contractor of any restriction to the access or use or disclosure of PHI, that the County has agreed to in accordance with 45 CFR § 164.522, to the extent that the restriction may affect Contractor's access, receipt, use or disclosure of protected health information.
4. The County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by the County.

F. TERM AND TERMINATION

1. The term of this Agreement/Amendment shall begin the date the last party signs this Agreement/Amendment, and shall terminate when all of the PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, and all ability to access such information is terminated, or if it is infeasible to return or destroy PHI, protections are extended to the information in accordance with the termination provisions in this Agreement/Amendment.
2. Upon County's knowledge of a material breach by Contractor or violation of Contractor's obligations under this Agreement/Amendment, the County may:
 - a. 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 this Agreement/Amendment if the Contractor does not cure the breach or end the violation within the time specified by the Agency. The Service Contract, including any amendments, would also be subject to termination; or
 - b. Immediately terminate this Agreement/Amendment, if the Contractor has breached a material term of this Agreement/Amendment and cure is not possible in the County's reasonable judgment. The Service Contract, including all amendments, would also be subject to immediate termination; or
 - c. If neither termination nor cure is feasible, the County shall report the violation to the Secretary;
 - d. The County's remedies under this Agreement/Amendment are cumulative and the exercise of any one remedy shall not preclude the exercise of any other.
3. This Agreement/Amendment terminates when the Service Contract terminates.
4. Except as provided in paragraph 5 or 6 of this section, upon termination of this Agreement/Amendment, for any reason, Contractor shall, at the County's option, return or destroy all PHI belonging to the County, or created or received by Contractor on behalf of the County if in Contractor's possession. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor and subcontractors or agents shall not retain any copies of the PHI.

5. In the event that Contractor determines that returning or destroying PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon written agreement by the County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement/Amendment to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

6. If it is infeasible for the Contractor to obtain any PHI in the possession of a subcontractor or agent, the Contractor shall provide the notification in 5 above within five business days upon learning of the infeasibility. The Contractor shall require the subcontractor or agent to agree to extend the protections as in 5 above.

G. MISCELLANEOUS

1. Nothing in this Agreement/Amendment shall be construed as requiring the County to comply with the Security Rule requirements for covered entities prior to the applicable federal compliance deadline.

2. Amendment; waiver.

a. The parties agree to take such action as is necessary to amend this Agreement/Amendment from time to time in order for the County to comply with the requirements of the HIPAA Privacy and Security Rules. The parties agree that any modifications to those laws shall modify the obligations of the parties to this Agreement/Amendment without the need for formal amendment of this Agreement/Amendment. Any other modifications, alterations, variations, or waivers of any provisions shall be valid only when then have been executed in writing.

b. No provision in this Agreement/Amendment shall be deemed waived unless in writing, and duly executed. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Agreement/Amendment.

3. Survival. The respective rights and obligations of the parties under the following paragraphs shall survive the termination of this Agreement/Amendment:

a. Paragraph 9d of the section "ADDITIONAL BUSINESS ASSOCIATE OBLIGATIONS OF CONTRACTOR"

b. Paragraphs 4, 5, and 6 of the section "TERM AND TERMINATION"

c. Paragraphs 2b, 3, 4, 5, 7, 8, and 9 of the section "MISCELLANEOUS" shall survive the termination of this Agreement/Amendment.

4. Interpretation; order of precedence. Any ambiguity in this Agreement/Amendment shall be resolved to permit the County to comply with HIPAA and the regulations promulgated in support. The terms of this Agreement/Amendment supplement the terms of the Service Contract and, whenever possible, all terms and conditions of this Agreement/Amendment and the Service Contract are to be harmonized. In the event of a conflict between the terms of this Agreement/Amendment and the terms of the Service

Contract, the terms of this Agreement/Amendment shall control, provided that this Agreement/Amendment 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 Contract as amended by this Agreement/Amendment and the Privacy or Security Rules, the Privacy and Security Rules shall control.

5. Indemnity. In addition to any other indemnification obligations of Contractor in the Contract, 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 Agreement/Amendment, including but not limited to, unauthorized use or disclosure of PHI.

6. Insurance. Contractor shall provide a certificate of insurance establishing coverage for Contractor's activities under this Agreement/Amendment.

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

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

9. No Third-Party Beneficiaries. The County and Contractor are the only parties to this Agreement/Amendment and are the only parties entitled to enforce its terms. Nothing in this Agreement/Amendment 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.

10. Notices. Any notices between the parties or notices to be given under this Agreement/Amendment 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 the 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.

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

12. Signatures. By signing the Agreement/Amendment, the parties certify that they

have read and understood this Agreement/Amendment and that they agree to be bound by the terms of this Agreement/Amendment.

13. This Agreement/Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this contract so executed shall constitute an original.

Exhibit C

Requesting Letters of Interest For Residential Alcohol and Other Drug Treatment For Juvenile Male Offenders

The Lane County Youth Services (Youth Services) is seeking letters of interest from community organizations to provide residential alcohol and other drug treatment services for up to 8 male juvenile offenders. The successful applicant must be licensed by the State of Oregon to provide these services for adolescents. In addition, providers must be certified as a Behavioral Rehabilitation Services (BRS) provider or be in the process of certification. The residential treatment facility is located on the John Serbu Youth Campus in Eugene, Oregon. This program has been managed by Looking Glass Youth and Family Services, Inc. under a contract that expires on September 30, 2008.

The contract will be for up to \$385,440 (based on number of youth served up to a maximum of 8) and will run from October 1, 2008 through June 30, 2009. Based on the county budget allocations and the provider's performance, the contract may be extended up to two additional years. Services must be based on evidence based practices (EBP)¹ Respondents should have experience with residential alcohol and other drug treatment for delinquent youth.

Letters of interest should include:

- 1) Experience providing residential alcohol and other drug treatment for adolescent male offenders
- 2) Experience providing BRS treatment services
- 3) Length of time in providing these services
- 4) Qualifications to provide treatment
- 5) Brief description of services to be provided, e.g., the schedule for a typical day with amount of time in each service component and a description of respective components
- 6) Discussion of how services are based in EBP
- 7) Experience providing culturally relevant services
- 8) Anticipated number of youth to be serviced in the contract period, indicating average treatment stay per youth (based on a maximum of 8 youth at a time)

Letters should be no more than two pages, single spaced, 12 font. Letters of Interest should be sent to Lisa Smith, Director, Lane County Youth Services, 2727 Martin Luther King Jr. Blvd., Eugene, OR 97401 by 5p.m. on Monday, July 14, 2008. If there is more than one respondent to this request for LOI, then a full Request for Proposals (RFP) will be conducted. If there is a sole respondent to this request, a more extensive application and interview process will occur. Questions regarding this Letter of Interest should be sent to Lisa.D.Smith@co.lane.or.us Responses to each question will be posted on the DYS web page.

¹ Adopted from Edward J. Latessa, Ph.D. Center for Criminal Justice Research. Division of Criminal Justice. University of Cincinnati



Looking Glass
Youth & Family Services

Exhibit D

Counseling Services

Counseling Program
Adolescent Recovery Program
Crisis Response Program

Runaway & Homeless Services

Station 7 Program
New Roads Program

Education & Vocational Services

Riverfront School & Career Center
Center Point School
New Roads School

Residential Services

Evaluation & Treatment Center
Pathways Program
Stepping Stone Program

July 14, 2008

Lisa Smith, Director
Lane County Youth Services
2727 Martin Luther King Jr. Blvd.
Eugene, OR 97401

Dear Ms. Smith:

Please accept this correspondence as confirmation that Looking Glass Youth and Family Services, Inc. (Looking Glass) is interested in providing residential alcohol and other drug treatment services for up to eight (8) male juvenile offenders.

In 2006 Looking Glass received National Accreditation by the Council On Accreditation (COA) in New York. The organization is a licensed residential alcohol and other drug treatment provider and has provided for the past seventeen (17) years services to male juvenile offenders with co-occurring disorders in a residential setting. In addition, Looking Glass has provided Behavior Rehabilitation Services (BRS) to this population for nine (9) years. The organization is an approved level five (5) BRS provider.

Looking Glass' Pathways Program currently provides the requested service and the organization proposes a continuation of the existing relationship with Lane County Youth Services.

The following skill building groups are offered daily and weekly in the Pathways Program: Motivation Group (each day begins and ends with thirty minutes focus on rewards for clean and healthy living, daily and weekly goals and daily self evaluation), Cognitive Behavior Group (ninety minutes developing cognitive behavior skills that includes role plays and practice approaching life situations differently), Relapse Prevention Group (one hour and fifteen minute focus on defeating the realities of relapse), Narcotics Anonymous Meeting (one hour and a half meeting attended in the community), Alcoholics Anonymous Meeting (one hour and forty five minute meeting attended in the community), Alcoholics Anonymous (one hour in-house meeting where youth host a community resource), Process Group (one hour and fifteen minutes processing treatment challenges and successes), Workbook (one hour and a half twice/day of individual work) and Recognition Group (one hour recognizing successes both small and large such as graduation). In addition, youth participate in individual sessions with the therapist, attend school, complete hygiene routines, complete daily



A United Way Agency

72-B Centennial Loop
Suite 2
Eugene, OR 97401
Phone: (541) 686-2588
Fax: (541) 346-7605

Pathways 10/1/08 - 6/3/09

chores, host family and community resources for visitation and participate in arts and crafts and recreation activities. The Looking Glass Pathways Program consistently exceeds hours for program component requirements.

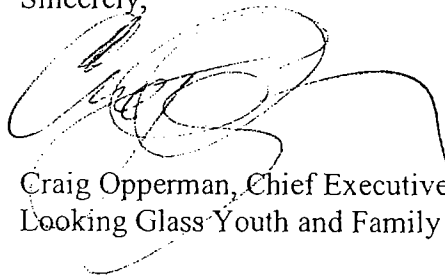
The Pathways Program offers a curriculum that incorporates Evidence Base Practices (EBP's) into individual and group skill building. The program recently received a score of "Effective" following a Corrections Program Checklist Tool evaluation. A detailed review of this evaluation has provided the Pathway's team with an opportunity to further develop the use of EBP's. EBP's utilized past, present and available for future implementation include: Pathways to Self-Discovery and Change, Thinking for a Change, Aggression Replacement Therapy and Options to Anger.

Looking Glass' agency and program Cultural Competency Plans stem from COA recommendations and are developed and maintained with consumer and stakeholder input. The Pathways Program in particular provides cultural assessments for all youth upon intake and incorporates information obtained into individual Master Service Plans. The ability to effectively provide culturally relevant services is discussed and evaluated in program team meetings on a weekly basis as well as quarterly through the organization's Performance Quality Improvement Committee. The internal members of this committee are representatives from all Looking Glass residential programs.

Looking Glass estimates serving twenty-four (24) to thirty (30) youth annually in a residential setting and up to twenty-four (24) youth annually through the continuing care model. The average treatment stay per youth is expected to be four (4) months and another twelve (12) months in continuing care.

Thank you for your attention to this letter of interest.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Opperman', is written over a large, faint, circular watermark or background graphic.

Craig Opperman, Chief Executive Officer
Looking Glass Youth and Family Services, Inc.

Exhibit E

INTEROFFICE MEMORANDUM

TO: Jeff Spartz, Lane County Administrator

FROM: Lisa Smith, Director, Lane County Department of Youth Services 

DATE: July 15, 2008

**RE: Finding of Sole Source Provider – Looking Glass Youth & Family Services –
*Residential Alcohol and Drug Treatment for Male Juvenile Offenders***

Attached hereto please find a copy of a response to a recent Letters of Interest solicitation for a \$385,440 contract for residential alcohol and drug treatment for male juvenile offenders. The contract period is from October 1, 2008 through June 30, 2009. Looking Glass Youth & Family Services was the sole responder to the solicitation and has the requisite expertise and experience to deliver the required services. The services required include an in-depth knowledge of evidence-based practices within the juvenile justice system and experience in providing residential drug and alcohol treatment to male juvenile offenders. Looking Glass Youth & Family Services have provided residential drug and alcohol treatment services to delinquent boys for Lane County for the past 17 years. They are also an approved level five (5) Behavioral Rehabilitation Services provider.

Reasonable efforts to locate potential contractors were made through the Letters of Interest solicitation. The Letters of Interest was posted on the Lane County Department of Youth Services website not less than five days from the date that the Letter of Interest was due. In addition, personal phone calls were made to local residential drug and alcohol treatment providers and other youth serving agencies.

Attach: Response from Looking Glass Youth & Family Services

cc: Lynne Schroeder, Assistant Director, Youth Services
Pat Walker, Administrative Services Supervisor, Youth Services

Pathways Contract 10/1/08 - 6/30/09