

**Treatment Foster Care Program for
High Risk Youth in Lane County**

REQUEST FOR PROPOSAL

5/1/2010 through 4/30/2013

Submit Proposals to:

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

Due: March 25, 2010

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You are hereby requested to respond to the following request for proposals by 12:00 P.M. on March 25, 2010. Proposals received after deadline will not be accepted.

PART I - GENERAL INFORMATION

A. Introduction

Lane County is an Equal Opportunity Employer and the Lane County process of contracting is built on the principles of equity, consistency and understandability. Contractor must be an Equal Opportunity Employer. When competition over services exists, a full Request for Proposal (RFP) process is initiated. Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

The Lane County Department of Youth Services is seeking proposals from experienced community organizations to provide a Treatment Foster Care (TFC) Program for high-risk youth – youth who have come into the custody of the juvenile justice system and are at high risk of re-offending. TFC is an alternative to group residential placement for high-risk males and females who have histories of chronic juvenile offending and who have three or more risk factors. TFC is an effective, intensive strategy that recruits, trains, and supports foster families to care for high-risk youth while providing training, treatment, and support for the youth's family.

The Oregon Legislature through Juvenile Crime Prevention allocations to counties allocates funding for these Treatment Foster Care Services on a biennial basis. The Juvenile subcommittee of the local Public Safety Coordinating Council has approved the allocation of these funds. The amount available for the period from 5/1/2010 through 6/30/2011 is \$196,663. Additional funds may be available to extend services based on the funding decisions of the Oregon Legislature for Juvenile Crime Prevention funds to counties.

The term of the contract arising from this RFP will be 5/1/2010 through 6/30/2011. The contract may be renewed from 7/1/2011 through 4/30/2013 based on revenue availability and contractor performance.

B. Contract Requirements

The contractor must operate the program independently and not as an agent of Lane County. Applications will be accepted from a consortium of agencies, single agency and / or qualified individuals. One joint application from each consortium will be required.

2. The contractor must provide services required by the Behavior Rehabilitation Services for residential care – Level 4 and be licensed by the State of Oregon to provide residential care for children and adolescents. Providers currently in the process of acquiring certification may respond to this RFP, however, they must be licensed prior to entering into a contract with the County for these services. The County has the right to consider providers with “provisional” licenses.
3. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:
 - a. OAR 309-13-020: Audit Guidelines (11/87)
http://arcweb.sos.state.or.us/rules/OARs_300/OAR_309/309_013.html
 - b. OAR 309-13-075 through 309-13-105: Fraud & Embezzlement (11/87)
http://arcweb.sos.state.or.us/rules/OARs_300/OAR_309/309_013.html
 - c. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.

Copies of these rules will be furnished upon request.

4. The contractor will comply with all terms in the county contract for these services, which will be in substantial compliance with the attached Lane County contract, including exhibits. A copy of the contract is included in Attachment A.
 - a. All contract requirements concerning the provision of insurance must be met. This may include comprehensive liability with Lane County named as additional insured, professional liability, fidelity bonding and workers' compensation coverage.
 - b. Automobile insurance is required if clients are transported or a vehicle is used in conducting agency business under the contract. Professional liability is required if services are provided by licensed staff. See the insurance required checklist, Exhibit H of the contract (Attachment A).
 - c. All contract requirements concerning the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule, 45 CFR Parts 160 and 164, as specified in the contract.
4. All furnishings, equipment and materials exceeding \$300 in value purchased with funds from this contract will belong to Lane County. All shall be returned to Lane County at the end of the contract, in as good condition as received, reasonable wear and tear excepted.

C. Evaluation of Proposals and Selection of Contractors

1. Applications must include all required documentation to be considered. Any applications not including all required documentation and required format may be rejected.

Applications with all required documentation will be reviewed by a management committee and an evaluation committee appointed by the Department of Youth Services (DYS).

The management committee will be comprised of the Fiscal Services Supervisor and Assistant Director of the Lane County Department of Youth Services. The management committee will review and score the Management Qualifications section (see C below). Management Qualifications sections must be completed by all applicants who do not have a current Management Qualifications section on file with Lane County Department of Youth Services. A Management Qualifications section is considered current if the application has been submitted and approved for service provision during the FY07/09 biennium and is less than two years old. A score of at least 70 percent of the available points in the Management Qualifications section must be attained in order to pass the Management Qualifications section. If a proposal does not score at least 70 percent in the Management section, thereby passing the Management section, the department will disqualify that proposal.

The program evaluation committee will review and score applications which achieve 70% on the Management Qualifications section. The program evaluation committee will be comprised of a multidisciplinary panel of five. Three of the members will represent staff from the Department of Youth Services, with two from the Counseling Casework Teams and one DYS Mental Health Specialist. A representative from the Commission on Children and Families and one citizen member that has knowledge and/or experience with high-risk youth and issues related to diversity in the local community will also serve on the panel. The evaluation committee will review and score the Program Qualifications.

2. Members of the management and the evaluation committees will review their respective sections and score them based on the criteria described in the RFP. Each criterion and each section has been assigned a maximum number of possible points. Committee members will individually assign a score to each criterion. Total scores for each section will be calculated by summing the scores assigned by each rater and dividing to get an average total score. Proposals that score less than 70 percent on either section will be disqualified from further consideration. Lane County reserves the right to use other documents on file at the Department of Youth Services and to add applicant interviews to this process.

3. All proposals, which have passed the Management section and have scored at least 70 percent on the Program section, will make up the pool of proposals for funding consideration. Total scores for each proposed program will be calculated by summing the total scores on the Program Qualifications section. If the difference in total scores between the two highest scoring proposals is greater than ten (10) percent of the top score, the top scoring proposal will be recommended for the contract award to the Board of County Commissioners or the county administrator, through the Youth Services department director. If the difference in total scores between the top two or top three proposals is not greater than ten (10) percent of the top score, the evaluation committee will give additional consideration to those two or three applications. Using the established criteria for all sections of the application and possible interview with applicants, the committee will conduct a final review and make a recommendation on contract award as described above.
4. All applicants will be notified, in writing, of the evaluation committee's recommendation within three working days of the committee's decision. The Lane County Board of County Commissioners or County Administrator will make the final contract award decision.
5. The department retains the right to reject any proposal not in compliance with the request for proposal or all prescribed request for proposal procedures and requirements and may, for good cause, reject any or all proposals when it is in the public interest to do so. The department further retains the right to request additional information from any applicant during the evaluation process to clarify the applicant's response to any requirement.

D. Protest of Intent to Award

An applicant who is not recommended by the evaluation committee for contract award may protest the committee's recommendation/intent to award. The appeal must be made in writing and received by the department no later than 12:00 noon, seven (7) calendar days after the postmarked date of the notice of the committee's recommendation was mailed to the applicants.

The appeal must clearly state the grounds for appeal and describe the conditions, which, in the applicant's view, resulted in their proposal not being recommended for award. The grounds for appeal are:

- The evaluation committee has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials.
- Differing criteria were used to evaluate different proposals.
- The evaluation committee unfairly applied evaluation criteria to a proposal.
- A member or members of the evaluation committee had a relationship with an applicant, which represented a conflict of interest.
- The criteria used to evaluate proposals did not pertain to the services requested.
- A member or members of the evaluation committee demonstrated bias toward a proposal or responder.

- The County abused its discretion in rejecting the protestor's proposal as nonresponsive.
- The evaluation of the proposals is otherwise in violation of any provisions of ORS 279A or ORS 279B.
- All higher ranked proposals are nonresponsive.

Upon receiving an appeal, the department will notify the applicant who was recommended for contract award. That applicant may respond to the appeal in writing up to 12:00 noon on the third (3)-calendar day after the department received the appeal.

The department will present the issues of the evaluation committee's recommendation and the appeal to the Board of County Commissioners or the county administrator who will evaluate all appeals before making a decision and will state the conclusion reached and the reason in writing.

PART II - PROGRAM INFORMATION

A. Background

The State of Oregon joined with local jurisdictions to form the Juvenile Crime Prevention Partnership. The purpose of this partnership is to:

1. Use well-recognized risk factors to identify those youth most likely to become involved in criminal activity.
2. Target resources to help young people on the brink of becoming involved in our criminal justice system.
3. Promote model juvenile crime prevention strategies; and
4. Measure our results with the target being a direct reduction in juvenile crime rates.

Through Intergovernmental Agreement with the State, each county/region within the state was awarded a portion of funding allocated by the Legislature for 2009-2011 for local prevention efforts. The State required counties to submit a Juvenile Crime Prevention Plan. In Lane County, the Prevention & Juvenile Justice Committee, a joint committee of the of the Lane County Public Safety Coordinating Council (PSCC) and the Lane County Commission on Children and Families (CCF), developed the 1999-2001 Juvenile Crime Prevention Plan and the subsequent 2001-2003, 2003-2005, 2005-2007 and 2007-2009 updated Juvenile Crime Prevention Plans. The plans were approved by the PSCC and the Board of County Commissioners (BCC). The Lane County Department of Youth Services serves as the lead agent to implement, administer and evaluate the Plan.

The Juvenile Crime Prevention Plan for 2009-2011 has been developed. Previous plans have identified Treatment Foster Care as an effective prevention strategy and a priority for funding under the Plan.

B. Target Population

National and local research indicates that 15-20 percent of all juvenile offenders commit about 80% of the crime. The most effective way to substantially reduce serious and violent offending is through prevention and intervention with youth who are on the path toward becoming serious, violent, chronic offenders or who are engaged in chronic offending. This "targeted prevention" must identify and provide services to those specific youth most likely to become chronic/violent offenders.

Researchers have spent over twenty years conducting research that identifies precursors of juvenile delinquency and other problem behavior. The research indicates that youth with multiple risk factors experience increased jeopardy for delinquency and violent behavior. No single risk factor is responsible for serious delinquency and violence. Chronic offenders have multiple risk factors in their backgrounds. Moreover, these factors tend to be cumulative and to interact with one another to produce high

levels of serious offending. Risk factors for delinquent behavior include:

- **Anti-social or Acting Out Behavior** – These risks include early onset of delinquency, delinquent behavior, or chronic runaways.
- **Poor Family Functioning** – Lack of parental control, lack of adequate supervision for age of youth, abuse/neglect, and criminal family member.
- **School Failure** – Risks at school include early and persistent anti-social behavior, academic failure, chronic truancy, suspensions or expulsions.
- **Substance Abuse** – Regular use, self-medication to cope with stress, trauma, and loss.
- **Negative Peer Association** – Friends who engage in problem behavior.

The Treatment Foster Care strategy is considered a “prevention service” in the Juvenile Crime Prevention Plan. Lane County has identified the following target population for the programs to be funded through the Juvenile Crime Prevention Partnership:

- Ages 10-17 years
- Live in Lane County
- Have risk factors in at least three or more of the five risk factors categories identified above
- Have come to the attention of schools, community agencies or law enforcement

“Prevention Services” are defined as services delivered to youth who fit the juvenile crime prevention, target population regardless of legal status, and which have been demonstrated to be effective in reducing risk factors and preventing initial or continuing delinquent behavior. Services funded with these funds must go to youth meeting this target population definition. Providers must use the Oregon Juvenile Crime Prevention Screen/Assessment to determine if identified youth qualify for programs funded with Juvenile Crime Prevention Partnership funds. Training will be provided for successful contractors on proper use of this screening and assessment tool.

The Lane County Department of Youth Services receives referrals from law enforcement agencies on youth between the ages of 12 – 17 years. Youth are assessed for their risk of future acts of delinquency using a state validated risk assessment instrument. Youth are considered at high risk to commit future acts of delinquency if they score high in three risk domains that include individual/peer relationships, family history of problem behavior, academic failure and lack of commitment to school, and community norms favorable to crime. Youth referred for treatment foster care will be adjudicated youth with repeat offending history referred from the Counseling Case Management Teams of the Department of Youth Services.

About 2,500 individual juvenile offenders commit over 5,000 crimes each year in Lane County. In terms of demographic data:

- The average age is 14.5
- 30 percent are female

Race / Ethnicity

- .6% are "other"
- .8% are Asian
- .8% are Native American
- 3% are African American
- 3.5% are Latino
- 91.3% are Caucasian

C. Program Description

Goals and Objectives for 2009-2011:

| OUTCOME (from what to what by When) | INDICATOR | DATA SOURCE | ACTIVITIES/STRATEGIES |
|--|--|---|---|
| <p>Show a 70% reduction in crime (both frequency and severity) for program youth by 2011.</p> <p>Show a statistically significant positive change in self-reported measures for risk factors concerning criminal behavior, acting out behavior, family functioning, school performance, AOD, and peer association for program youth by 2011.</p> | <p>Pre-post program offenses</p> <p>Interim review</p> | <p>Department of Youth Services</p> <p>Department of Youth Services</p> | <p><u>Treatment Foster Care</u> – TFC is an alternative to group residential placement for high-risk males and females who have histories of chronic juvenile offending and who have three or more risk factors. It is an effective, intensive strategy with long term, cost effective results. The activities include: recruiting, training and supporting community families; 24-hour supervision for youth; 24-hour on-call support for foster parents; skill oriented treatment for youth; parent training/treatment for the youth’s family; monitoring school attendance and performance; and daily contacts with parents. It reduces future criminal arrests by youth involved in the program.</p> |

The contractor must provide services required by the Behavior Rehabilitation Services (BRS) for residential care – Level 4 and be licensed by the State of Oregon to provide residential care for children and adolescents. Providers currently in the process of acquiring certification may respond to this RFP, however, they must be licensed prior to entering into a contract with the County for these services. The County has the right to consider providers with “provisional” licenses. Providers must work with the appropriate state representatives to acquire residential care licensure and certification. This RFP **is not** a substitute for that certification process and **will not** be used to verify BRS requirements.

D. Treatment Foster Care – Best Practices

Treatment Foster Care is a research-based practice, which is a cost effective alternative to group care, residential treatment, incarceration, or hospitalization for youth exhibiting chronic antisocial behavior, emotional disturbance, and delinquency. Foster families are recruited, trained, supervised, and supported to provide youth with treatment and intensive supervision at home. Services are provided to the youth’s family while the youth is in placement, with the goal of successful family reunification. Parents are taught the same methods being implemented by the foster family with the youth to provide structure and supervision. The youth is taught how to succeed in a family setting and at school. Key components of the model include intensive supervision of the youth, consistent discipline, and isolation from other delinquent peers. The program makes rules and limits clear for the youth and his or her family. The program focus is on improving behavior and skills of the youth, providing immediate supervision for the youth, and improving the home environment of the family.

Program components include:

- recruiting, training and supporting community families;
- 24-hour supervision for youth;
- 24-hour on-call support for foster parents;
- skill oriented treatment for youth;
- parent training/treatment for the youth’s family;
- monitoring school attendance and performance; and
- daily contacts with parents.

E. Funding

Funds up to **\$196,663** will be available from 5/1/2010 through 6/30/2011 for the project activities. The contract may be renewed from 7/1/2011 through 4/30/2013 based on revenue availability, contractor performance.

F. Additional Information

All questions, respective responses and any other revisions to the RFP will be posted on Youth Services' Web page at <http://www.co.lane.or.us/ys/> so that all respondents will have equal access to this additional information before the proposal submission deadline. It shall be each potential applicant's responsibility to check for any revisions to the RFP on the Youth Services Web page before submitting a proposal, and to have included consideration of any such revisions in the proposal submitted. Please call Youth Services at 541.682.4700 if there is any difficulty with accessing the Web information.

PART III - CALENDAR OF EVENTS

2/25/2010 RFP Packets Available

3/4/2010.....Deadline for protesting specifications.

**3/25/2010 One original and seven copies of proposal due
12:00 noon to Department of Youth
Services (no postmarks accepted after
deadline).**

4/1/2010 Notification of Committee
Recommendations Mailed

4/8/2010 Appeals of Recommendations Due

4/15/2010 Notice of Intent to Award

4/22/2010..... Protests of Award Due

5/1/2010Anticipated Services Begin

PART IV - GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Instructions:

1. All proposals must be in the form specified in the RFP and proposals must respond to all items requested. Proposals, which are incomplete or fail to include all items, will be rejected.
2. In your proposal, please follow the sequence of questions or documentation requested in all sections of the application. Start the response to each item on a new page. Clearly label your responses so that they correspond to the question being answered. **Restate the question or use the same numbering and lettering in your proposal as in this document. Your answers to each of the questions in the Program section must not exceed a maximum of two pages. Submit one original and seven (7) copies of your proposal.** Your proposal is due by March 25, 2010 at which time it will be publicly opened by the Department Director or designee.
3. All proposals must be clearly typewritten; single spaced, on 8 1/2 x 11 paper in 12 pt. type, and typed on only one side of the paper.
4. A proposal may be withdrawn by written request if such request is received prior to the scheduled closing date for applications. Change of a filed proposal may be made by submitting the change in writing prior to the scheduled closing date for filing.
5. Applicants may protest the competitive selection process or provisions in this RFP document if they believe the process is contrary to law, that the RFP is unnecessarily restrictive, is legally flawed or improperly specifies a brand name pursuant to requirements in ORS 279B.405(2)(a) and (4). Comments must be in writing and submitted to the Lane County Department of Youth Services, 2727 Martin Luther King, Jr. Blvd., Eugene, OR 97401 no later than March 4, 2010 at noon. RFP protests should be clearly marked **RFP Specification Protest** and include identification of the RFP involved in the protest. Comments will be reviewed by the department Director or designee. If the comments are determined to be valid by the department, an addendum to the RFP will be issued to all applicants.

***** Please keep your proposal as brief as possible *****

PART V – PROPOSAL CONTENT

A. Management Qualifications Section :

For each section listed below, please provide the required documentation, either by a brief narrative statement or by copies of the documents requested. If a consortium of organizations is applying, the requested documentation must be supplied for all parties in the joint application.

TO BE COMPLETED ONLY BY APPLICANTS WHO DO NOT HAVE A MANAGEMENT QUALIFICATIONS SECTION APPROVED FOR THE 2007/2009 BIENNIUM ON FILE WITH LANE COUNTY DEPARTMENT OF YOUTH SERVICES.

1. Transmittal Letter

Submit a letter signed by appropriate chief administrator or chairperson of the board of directors indicating organizational approval for responding to Lane County RFPs. Also, include a statement as to whether or not your organization is a resident Oregon bidder.

2. Power to Contract

Required Documentation:

- a. State the legal entity with which the county would contract, should this application be selected as a provider
- b. Articles of Incorporation (if not applicable, please indicate why)
- c. By-laws (if not applicable, please indicate why)
- d. Most current Annual Report Form and receipt
- e. State how many directors are required to be present to establish a quorum for the conduct of business at board meetings.
- f. IRS tax number

IF TRANSMITTAL LETTER AND POWER TO CONTRACT DOCUMENTATION ARE NOT RECEIVED, FURTHER REVIEW WILL NOT BE DONE AND AGENCY WILL RECEIVE ZERO (0) POINTS ON THE MANAGEMENT QUALIFICATIONS.

3. Agency Access

- a. Cultural & Lingual Access – The respondent is expected to insure equal access to services for clients' cultural or language diversity.

Required Documentation: A plan to provide services to people from culturally diverse backgrounds who may be non-English speakers. This could be through direct service, agency linkages or referrals.

- b. Compliance with Federal Mandates – The respondent must be in compliance with the American Disabilities Act and the Civil Rights Act, Section 504.

Required Documentation: A letter of assurance of compliance with the American Disabilities Act and the Civil Rights Act, Section 504.

- c. Consumer Participation. A respondent is expected to encourage consumer participation in the agency.

Required Documentation: A description of how consumers are able to provide input into the decision making process of the organization including areas in which consumer participation is sought and how it is sought. If consumers are recruited for the board, state how recruitment is done and if any consumers have been added to the board as a result of this recruitment.

4. Management Capability

- a. Management Structure. A respondent is expected to have a management structure and personnel sufficient to manage and support the proposed services. Respondent is also expected to have demonstrated ability in providing treatment foster care services to an adolescent population within the community.

Required Documentation:

- (1) Briefly describe the overall management structure of the organization. If there have been any significant changes in management structure or personnel in the last year, please describe these changes.
- (2) Job descriptions, including qualifications of the program and agency's key management and fiscal personnel. Include resumes of staff in those positions. (Please indicate which resumes go with which job descriptions.)

- (3) An organizational chart that includes all staff for this program and shows how the program would relate to the rest of the organization. Use staff names as well as position titles.
- (4) List of all agencies for which Respondent has administered and provided treatment foster care services to an adolescent population within the past five years.

County staff will contact references to verify past experience of Respondent.

- b. Personnel Policies and Procedures. A respondent must have personnel policies and procedures that are in compliance with applicable state and federal administrative rules including those outlined in OAR chapter 839 – Bureau of Labor and Industries.

Required Documentation: A letter indicating that the organization is in compliance with applicable state and federal administrative rules.

5. Fiscal Capability

The respondent must have an accounting and financial management system, which complies with generally accepted accounting principles, and is adequate to meet federal and state government requirements. The system must provide adequate documentation, monitoring, and reporting on the organization's financial position.

Required Documentation:

- a. Briefly explain your accounting and financial management system, including procedure for segregating funds from different funding streams, internal controls, financial reports produced, budgeting process, etc. Submit the financial report, including balance sheet and income statement, which was most recently reviewed by the board.
- b. Submit a copy of the agency's most recently completed independent financial audit. Include copies of the management letter from that audit. If there are any conditions mentioned in the management letter, please describe how the agency has addressed those conditions.

If the applicant is a new organization and has not had an audit or a financial statement performed, submit a letter from an independent CPA verifying that the accounting and financial system to be used complies with generally accepted accounting principles, and is adequate to meet federal and state government requirements.

B. Program Qualifications:

The contractor must provide services required by the Behavior Rehabilitation Services (BRS) for residential care – Level 4 and be licensed by the State of Oregon to provide residential care for children and adolescents. Providers currently in the process of acquiring certification may respond to this RFP, however, they must be licensed prior to entering into a contract with the County for these services. The County has the right to consider providers with “provisional” licenses. Providers must work with the appropriate state representatives to acquire residential care licensure and certification. This RFP **is not** a substitute for that certification process and **will not** be used to verify BRS requirements.

1. Briefly describe your foster family recruitment plans including considerations given to issues of cultural, ethnic and gender appropriateness. Please include descriptions of your screening and selection process.
2. Briefly describe your orientation and training program for foster families. Please include descriptions of special emphasis areas around working with high-risk, delinquent youth, cultural differences and gender appropriateness.
3. Briefly describe the supervision and support for foster families, including staff to foster family ratio, youth placement, skill building and supervision of youth. Also, describe family training and support provided by your agency.
4. Evaluation - Include a description of any limitations you have for providing any data elements necessary to track contract compliance and program efficacy. List some performance indicators that you feel are critical to track for program efficacy. (Note: We are not anticipating a random assignment.) Please include the anticipated number of youth to be served and length of program.
5. Please, describe the process for placing youth with foster families. Also, please describe any restrictions that your program has on who it will or will not serve.
6. Please, describe how your program will interact with the Lane County Department of Youth Services staff to receive referrals, foster family/youth placements, communication on youth and families progress within the program, and discharge from the program.
7. Briefly describe how the program will be responsible to minority, ethnic, cultural and language differences within the target population to be served, including outreach, cultural competency of staff and language issues. Please include any anticipated partnerships with other community based groups or agencies serving diverse populations.

8. Briefly describe the programs response to special needs youth.
9. Briefly describe the steps that your agency will take to ensure that your services are gender-appropriate and culturally appropriate.
10. Budget - Briefly describe how your budget is cost effective. Only include a narrative describing cost effectiveness - forms for budget details to follow in section C. In addition to these items related to cost effectiveness, specifically state number of youth to be served and cost per youth.

- INTENTIONALLY BLANK -

C. Project Expense Detail (Please provide information from this contract period only).

1. Salaries and Wages

PROGRAM:

Fiscal Year:

Requested County Funds

OTHER/IN-KIND SOURCES

| # of Month | Position Title | FTE | Salary | Fringe | Contract Total | FTE | Salary | Fringe | Other/ In-Kind Total | PROJECT TOTAL |
|------------------------|----------------|-----|--------|--------|----------------|-----------------------------|--------|--------|----------------------|-----------------------|
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| | | | | | | | | | | |
| CONTRACT TOTAL: | | | | | | OTHER/IN-KIND TOTAL: | | | | PROJECT TOTAL: |
| PROJECT TOTAL: | | | | | | | | | | |

Total Requested Fringe Costs %

2. Materials and Services Expenses:

| CATEGORICAL ITEMS | COUNTY FUNDS REQUESTED | OTHER/ IN-KIND | TOTAL |
|--|------------------------------|-----------------------------------|-----------------------------|
| Rent | | | |
| Equipment Lease | | | |
| Supplies | | | |
| Repairs & Maintenance | | | |
| Office Supplies | | | |
| Utilities | | | |
| Telephone | | | |
| Postage | | | |
| Printing/Copying | | | |
| Travel/Mileage | | | |
| Training | | | |
| Advertising | | | |
| Insurance | | | |
| Dues & Subscriptions | | | |
| Food/Medical Supplies | | | |
| Administrative Costs | | | |
| Other (specify – e.g., 3 rd party payments, etc.) | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | CONTRACT TOTAL: \$ | OTHER/IN-KIND TOTAL: \$ | PROJECT TOTAL: \$ |

3. Project Expense Summary:

| | |
|---|----------|
| From sum of "CONTRACT TOTAL" boxes previous page | \$ _____ |
| From sum of "OTHER/IN-KIND TOTAL" boxes previous page | \$ _____ |
| From sum of "PROJECT TOTAL" boxes previous page | \$ _____ |
| Total Direct | \$ _____ |
| Total Indirect | \$ _____ |

4. Project Revenue Detail:

a. Other / In-kind Project Revenue Sources:

Identify the non-county revenue sources for this project by name, *including* those reflected on the previous pages. Include all other and in-kind contributions (cash, equipment, volunteer time, and projected fees):

| | | |
|----|--|--|
| 1. | _____ | \$ _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| | <u>TOTAL</u> <u>SOURCES</u> | <u>OTHER/IN-KIND</u> <u>REVENUE</u> |
| | | \$ _____ |

5. Project Revenue Summary

Total County Revenue Request for Project

Should equal Project Expense Summary "CONTRACT TOTAL" \$ _____

Total Other/In-Kind Revenue Sources Projected (total from above detail)

Should equal Project Expense Summary "OTHER/IN-KIND TOTAL" \$ _____

Total Project Revenues

Should equal Project Expense Summary "PROJECT TOTAL" \$ _____

6. Total Applicant Agency Budget

Total agency budget for term of this contract: \$ _____

D. Statement of Assurances and Proposal

The undersigned attests that the information provided to determine eligibility is true and accurate to the best of his/her knowledge. The undersigned further attests he/she has the authority and/or responsibility to represent his/her organization in all phases of this Request for Proposal process. Finally, the undersigned understands that any false or substantially incorrect statement may disqualify this proposal from further consideration or be cause for termination of any further contract.

If this proposal is selected for funding, the undersigned provides assurances on behalf or his/her organization that the organization will comply with the General Conditions and Special Conditions in its subcontract with Lane County. The organization will also comply with all applicable federal, state, county and local statues, rules and funding criteria governing service, facilities and operations. Finally, the organization will submit all required reports, documents and forms within the allotted time for their submission.

The undersigned, as applicant, declares that he/she has carefully examined the specifications and requirements of the Lane County Request for Proposal packet and that applicant agrees, if the proposal is accepted, that applicant will contract with Lane County to furnish the services as specified, in accordance with the proposal offered here.

The applicant hereby certifies that he/she is a resident bidder as defined in ORS 279A.120, of the state of Oregon.

By initialing this space _____ applicant hereby certifies that he/she has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts. By initialing this space _____ applicant hereby certifies that to the best of applicants' knowledge, he/she is in compliance with all the Oregon tax laws described in ORS 305.380(4).

The proposer represents that the proposal is in all respects fair and without collusion.

Signature

_____ Date

Printed or Typed Name and Title

_____ Printed or Typed Agency Name

Subscribed and sworn to before me this _____, day of _____ 200__.

by _____

Notary Public for the state of _____. My commission expires

PART VI: CRITERIA FOR EVALUATION OF PROPOSALS

Each proposal will be evaluated according to the following set of criteria. The evaluation committee may use any material submitted in the proposal for any item in the evaluation process. The weight, or degree of importance, associated with each criterion is printed on the right side of the form. For each criterion, a scale of values ranging from 0 to 10 is provided, where 0 reflects failure with respect to the criterion and 10 denotes excellence. Each item will be scored, and the value will be multiplied by the weight for that criterion.

Note – The information in “(italic)” is a reference to where each scored item can be found in Part V: Proposal Content.

Management Qualifications Section

- 1. Transmittal Letter Yes No
(see Part V, A, #1)

- 2. Power to Contract Appropriate documentation provided Yes No
to show respondent is legally able to contract.
(see Part V, A, #2, a-f)

IF TRANSMITTAL LETTER AND POWER TO CONTRACT DOCUMENTATION ARE NOT RECEIVED, FURTHER REVIEW WILL NOT BE DONE AND AGENCY WILL RECEIVE ZERO (0) POINTS ON THE MANAGEMENT QUALIFICATION.

- 3. Agency Access
 - a. Does applicant have plan in place to attempt to ensure equal access to services for clients’ cultural or language diversity? Does applicant have employees on staff to meet the cultural or language needs of all clients? Does applicant have agreements with other agencies for service provision to clients with diverse cultural and/or language needs? (see Part V, A, #3, a)

0 1 2 3 4 5 6 7 8 9 10
Maximum number of points = 10 x1 = _____

- b. Agency has indicated compliance with the ADA and Civil Rights Act, Section 504. (see Part V, A, #3, b)

Yes (10 pts) No (0 pts)
Maximum number of points = 10 x1 _____

- c. Does the proposer encourage consumer participation in the agency? Is consumer input requested and used in decision-making processes? Has applicant recruited consumers for board positions? Do consumers sit on the board of directors? (see Part V, A, #3, c)

0 1 2 3 4 5 6 7 8 9 10
Maximum number of points = 10 x1 _____

4a. Management Capability - Management Structure

(see Part V, A, #4, a, 1-4)

How well does the proposal demonstrate a capacity to manage the program and to provide appropriate accountability for contract compliance? Does there appear to be a management structure in place to provide adequate oversight of the program? Do the job descriptions appear to line up with the organizational chart? Do staff have experience in their job duties? If applicable, do staff have licenses or credentials necessary to perform job duties? Does applicant demonstrate prior experience in providing treatment foster care services to an adolescent population?

0 1 2 3 4 5 6 7 8 9 10

Maximum number of points = 30

x3 _____

4b. Management Capability - Personnel Policies and Procedures

(see Part V, A, #4, b)

Does proposer indicate compliance with applicable state and federal rules?

Yes (10 pts) No (0 pts)

Maximum number of points = 10

Y /
N _____

5a. Fiscal Capability (see Part V, A, #5, a)

Does applicant have accounting and financial management systems? Does applicant have a cash handling procedure if cash is received? Does applicant have segregation of fiscal duties? If applicant has more than one funding stream, does applicant have a cost allocation plan? Does applicant have a budget development process? Does applicant have process for bringing financial information to the board? Does financial report indicate deficit?

0 1 2 3 4 5 6 7 8 9 10

Maximum number of points =20

x2 = _____

5b. Audit Findings (see Part V, A, #5, b)

Did the audit contain findings or material weaknesses? Did the agency respond to any items noted in the management letter? (NOTE: The evaluation committee may use other documents on file at the Department of Youth Services in rating this item. If such documents are used, they will become part of the proposal's evaluation file.)

0 1 2 3 4 5 6 7 8 9 10

Maximum number of points = 10

x1 = _____

OR

OR

If this is a new organization, was a letter from a CPA included verifying that the accounting and financial systems comply with GAAP?

Yes (10 pts)

No (0 pts)

Maximum number of points = 10

x1 _____

Total: _____

Management Qualifications - Maximum Number of Points Available: 100.

Required to pass: 70% (70 points).

REVIEWER NAME

AGENCY REVIEWED

B. Program Qualifications Section

1. Foster Family Recruitment
(see Part V, B, #1)

How well does the proposal address foster family recruitment? Does the proposal demonstrate that the program will address issues of cultural, ethnic and gender appropriateness? Has the applicant demonstrated a thorough screening and selection process?

0 1 2 3 4 5
Maximum number of points = 10

X2 _____

2. Orientation and Training Program for Foster Families (see Part V, B, #2)

How well does the proposal address orientation and training for foster families? Does the proposer demonstrate an understanding of issues of working with high-risk, delinquent youth, including cultural differences and gender appropriateness?

0 1 2 4 4 5
Maximum number of points = 10

X2 _____

3. Foster Family Supervision and Support (see Part V, B, #3)

How well does the proposal address the supervision and support for foster families? Are the activities described in the proposal support appropriate, pro-social youth development?

0 1 2 3 4 5
Maximum number of points = 10

X2 _____

4. Evaluation (see Part V, B, #4)

Does the proposal list key performance indicators to track in determining program efficacy? Is the proposed number of youth to be served and length of time to be served in the program appear reasonable to achieve expected outcomes?

0 1 2 3 4 5
Maximum number of points = 10

X2 _____

5. Foster Family/Youth Placements (see Part V, B, #5)

Does the proposal demonstrate a thorough process for making appropriate placements of foster families with youth? Does it adequately describe any restrictions or considerations in accepting or rejecting youth for program participation?

0 1 2 3 4 5
Maximum number of points = 10

X2 _____

6. Program Interaction With the Department of Youth Services (see Part V, B, #6)

Does the proposal demonstrate an understanding of referral process within the Department of Youth Services? Does the proposal demonstrate a thorough process for ensuring timely and pertinent communication with the Department of Youth Services regarding youth and families participating in the program? Does the proposal demonstrate a thorough process for discharging and/or terminating youth from the program?

0 1 2 3 4 5
Maximum number of points = 10

X2 _____

7. Gender Responsiveness and Cultural Competency (see Part V, B, #7)

Does the proposal demonstrate a gender specific response for working with female adolescents within the juvenile justice system? Does the proposal demonstrate cultural competence for working with a wide variety of cultures and ethnicities? Does the proposal describe any community-based partnerships that would enhance their efforts in engaging diverse populations?

0 1 2 3 4 5
Maximum number of points = 15

X3 _____

8. Attention to Special Needs Youth (see Part V, B, #8)

Does the proposal demonstrate an adequate response for service provision to youth with special needs?

0 1 2
Maximum number of points = 10

X2 _____

9 Does the project budget indicate a cost effective program? Does the budget demonstrate an ability to include payments from third party payees? Is cost of program reasonable in terms of number of youth to be served and cost per youth? (see Part V, B, # 8, and all of C).

0 1 2 3 4 5
Maximum number of points = 15

X3 _____

Total: _____

**Program Qualifications – Maximum Number of Points Available: 100
Required to pass: 70% (70 points)**

Reviewer Name

Agency Reviewed

Appendix A
PROFESSIONAL SERVICES CONTRACT

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

Whereas, County has a need for the type of professional services possessed by Contractor;

Whereas, Contractor desires to provide those professional services;

NOW, THEREFORE, the parties agree:

1. Contractor shall perform the professional multidimensional treatment foster care services for County as stated in the solicitation posting, attached and incorporated by this reference as Exhibit C, and further described in "Scope of Work" in Exhibit B.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the sum up to \$196,663.00, not to exceed \$119.89 per day per youth, payable quarterly.

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

5. The contract period shall be from May 1st, 2010 through June 30, 2011. The contract is renewable for up to 3 total years, until 4/30/2013.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

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

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

20. 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.

21. 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.

22. 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.

23. 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.

24. Business Associates Agreement. Contractor agrees to follow the terms of the Business Associates Agreement in Exhibit A.

25. Behavioral Rehabilitation Services requirements. Contractor agrees to follow federal behavioral rehabilitation services program requirements for proctor models and to maintain certification for such program.

LANE COUNTY, OREGON

DATE: _____

BY: _____
Jeff Spartz
County Administrator

CONTRACTOR

DATE: _____

BY: _____

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:

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

| <i>COVERAGES</i> | <i>LIMITS</i> |
|--|---|
| <input type="checkbox"/> Explosion & Collapse | <input checked="" type="checkbox"/> \$2 million per occurrence |
| <input type="checkbox"/> Underground Hazard | <input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.370), present limits \$500,000 per occurrence |
| <input type="checkbox"/> Products/Completed Operations | |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Other |
| <input type="checkbox"/> Broad Form Property Damage | |
| <input type="checkbox"/> Owners' & Contractors' Protective | |

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

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

LIMITS

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

PROFESSIONAL LIABILITY insurance – Please submit sample certificate.

ADDITIONAL INSURED CLAUSE The liability insurance coverages 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.

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.

EMPLOYER'S 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 \$_10,000___ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392

**EXHIBIT A
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 OSLC Community Programs ("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 AGENCIES

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 any Agency'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 B SCOPE OF WORK

Activities: Contractor will operate a multidimensional treatment foster care program that provides an alternative to group residential placement for high-risk males and females who have histories of chronic juvenile offending and who have three or more risk factors. The activities include:

1. Recruiting, training and supporting community families as foster parents
2. 24-hour supervision for youth
3. 24-hour on-call support for foster parents
4. Skill oriented treatment for youth
5. Parent training/treatment for the youth's family
6. Monitoring school attendance and performance
7. Daily contacts with parents
8. Regular communication and collaboration with Juvenile Counselor case managers

Certifications: Contractor will maintain the following certifications and licensing and comply with audit processes:

1. Child Caring Agency by Oregon Department of Human Services (DHS)
2. Behavioral Rehabilitation Services for Level IV Services

Collaborations: Contractor will work collaboratively, in the best interest of each youth, with County Department of Youth Services staff and with other local and state providers working with the youth, to support and facilitate existing professional and therapeutic relationships with the youth and family.

Performance Standards: Contractor will demonstrate a successful program through the following criteria:

1. Show a 70% reduction in crime (broth frequency and severity) for program youth.
2. Show a statistically significant positive change in self-reported measures for risk factors concerning criminal behavior, acting out behavior, family functioning, school performance, alcohol and drug use, and peer association.

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL