

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
RESIDENTIAL SERVICES**



Agreement # 12836

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called “**OYA**” or “**Agency**”, and **YAMHILL COUNTY**, hereafter called “**County**”. This Agreement shall become effective on **January 1, 2014**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **March 31, 2014**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

OYA contracted with the County to provide Behavioral Rehabilitation Services (BRS) under OYA Contract #12638. The County is no longer contracting to provide BRS residential services and has signed a termination notice of #12638 effective December 31, 2013. The purpose of this agreement is to transition any OYA youth that have been in residential services with the County from January 1, 2014 until the expiration date of this contract to another provider or other setting.

County agrees to perform, and Agency agrees to pay for, the services and deliverables described in Section 1 (the “Services”).

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## **AGREEMENT TERMS**

County agrees to perform, and Agency agrees to pay for, the services and deliverables described in section 1 (the "Services").

### **1.0 STATEMENT OF SERVICES.**

County shall perform Services as described below.

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### **1.1 GENERAL INFORMATION.**

The mission of the Oregon Youth Authority (OYA) is to protect the public and reduce crime by holding youth offenders accountable and providing opportunities for reformation in safe environments. Youth are committed to state custody as a result of criminal acts in one of Oregon's 36 counties. Youth may remain in OYA custody until a maximum age of 25 years. OYA provides a continuum of services and sanctions including: parole and probation services, residential and foster care services, individualized treatment and support, juvenile crime prevention programs, and secure close custody facilities for youth who represent an unacceptable risk to the public.

This Agreement will address the needs of youth on parole and probation.

For the purposes of this Agreement:

"JPP0" means the Juvenile Parole/Probation Officer.

"JJIS" means Juvenile Justice Information System.

### **1.2 REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

County shall provide residential services that are designed to provide individualized services to youth offenders based upon a comprehensive assessment and evaluation of the needs of the youth offender and designed to transfer the youth offenders to community settings. County shall provide the services in accordance with the terms and conditions stipulated in this Agreement and its exhibits as follows:

Exhibit A - Enhanced Parole Diversion STAIRS\*

Exhibit B - Enhanced Probation Diversion STAIRS

(\*Short Term Assessment Intervention and Rehabilitation Services)

All exhibits are attached and by this reference are hereby made part of this Agreement. The Exhibits provide program specific information which supersedes and supplements requirements described herein. The Exhibits take precedence over the Agreement document.

#### **1.2.1 Overall Program Requirements**

- a. County is responsible for furnishing all necessary facilities, personnel, food, facilities, materials, clothing, equipment, supplies and services, transportation and anything required or appropriate to provide the services specified in this Agreement.
  - 1) Maintenance Requirements. County shall provide for food, clothing, personal allowances, and personal incidentals for the youth offenders, as well as all transportation for attendance at: school, to the extent not provided by the school district; medical, dental, and therapeutic appointments; recreational and community activities; places of employment; and shopping for incidental items.
  - 2) Clothing. County shall ensure that each youth offender has an adequate wardrobe as prescribed by the OYA Youth Sub-Care Clothing List/Authorization (Form YA 3070). At the start of each youth offenders' placement with County's program, County shall make an initial assessment of youth offender's clothing and document the results on Form YA 3070. If there is a determined need for clothing based on the form YA 3070, County shall notify the youth offender's JPPO that a clothing authorization is needed.
  - 3) Transportation. Notwithstanding the provisions regarding transportation in section 1.2.1.a and section 1.2.1.a (1), the cost of transportation of the youth offenders for the purposes of home visits or visits to foster homes or relatives will be equally shared by OYA, County and in as much as they are able, the youth offender's parents. County shall plan transportation method and payment procedures as much in advance as possible.
- b. Specific housing requirements.
  - 1) Children and adults. County shall house children and adults in separate bedrooms, except that a youth offender who is the parent of a minor child may be housed in the same room with that minor child if the youth offender is the child's caretaker. 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, County must obtain written approval from the DHS Licensing Coordinator and notify the youth offender's JPPO. If the older offender is in a bedroom alone, no approval is needed.
  - 2) Co-ed facilities. County shall provide adequate supervision when the program serves both males and females concurrently. Bedrooms for males must be separated from bedrooms for females.
- c. County shall ensure that the facility meets the Health Department and State Fire Marshall requirements for housing youth.
- d. County shall maintain a system for daily communication between its staff regarding the whereabouts, status and condition of the youth offenders served under this Agreement.

- e. County shall conduct the program of services required under this Agreement in accordance with a consistent set of written goals, policies and procedures, in a manner that complies with Department of Human Services licensing rules.
- 1) Quality Improvement. County shall maintain processes and quality improvement (QI) procedures to monitor the operation of the service program required under this Agreement to ensure compliance with the program requirements as found in this Agreement including, but not limited to: tracking of hours of service provided weekly, timeliness of reporting requirements, and quality of service delivery.
- f. County shall adhere to Agency policies as specified by Agency, copies of which policies will be provided by Agency to County. County shall develop written procedure(s) describing how it shall implement the policies that are provided by Agency. County shall also have, at a minimum, the following written policies:
- 1) A Restraint and Seclusion policy. It must be clear in County's policy that if County uses restraint or seclusion as an intervention, they must be used as interventions of last resort. The policy must describe how and by whom staff are trained and monitored in approved techniques. County shall write incident reports as described in section 1.2.15 whenever restraints and/or seclusion are used, and shall fax copies to both the JPPO and Community Resources Unit as soon as possible after the incident occurs.
- 2) A Suicide Prevention policy and procedure that includes how County will respond in the event a youth exhibits self-injurious/self harm or suicidal behavior. This procedure must include warning signs of suicide, emergency protocol and contacts, and training requirements for staff.
- 3) A Medication Management Policy. At a minimum, the policy must describe:
- o how and where medications are stored and dispensed,
  - o how a youth offender will be notified of the youth's right to refuse medication, and
  - o how County will notify the youth offender's JPPO if youth offender medication refusal is a trend of longer than 7 days or if it is a medication identified by the prescriber as needing immediate reporting for health care reasons.
- 4) A referral policy as further described in Section 1.2.2.i below.
- 5) Exception Referral Process Policy. County shall work with OYA to develop a streamlined referral and screening process.
- 6) Contractor shall comply with OYA Policy Statement I.A.10.0 Preventing, Responding to, and Monitoring Offender Sexual Abuse (PRMOSA) and with all applicable PRMOSA Standards for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse. Contractor will develop

a corresponding policy/procedure addressing all PRMOSA standards. Contractor acknowledges that, in addition to "self-monitoring requirements" OYA will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with the PRMOSA policy may result in termination of the contract."

- g. County shall write all documentation, including but not limited to, service plans, progress notes, assessments, progress reports, and incident reports, 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 County use white out, eraser tape, or other means of eradicating information to make corrections on documentation.

#### **1.2.2 Referrals:**

- a. The County shall offer services to youth offenders who are currently housed at the County's facility.

#### **1.2.3 Intake and Related Documentation Requirements**

- a. Reserved.
- b. Parole/Probation Agreement. County shall ensure that a legible copy of the youth offender's Parole/Probation Agreement ("Agreement") or court order defining probation terms is received from the JPPO at intake.
- c. Youth and Family/Guardian Notice of Grievance and Other Policies. When youth offenders are admitted to the program, County shall inform youth offenders and parents/guardians about County's grievance procedure and behavior management system, and shall provide parents/guardians a copy of County's policy regarding seclusion and restraint. County shall also notify the youth offenders and parents/guardians about the Agency's Professional Standards Office complaint hotline at 1-800-315-5440. County shall notify the Agency of all unresolved grievances.
- d. County shall also discuss, with the JPPO and parents/guardians the youth offender's clothing needs per the YA 3070, medication/medical needs, home visit resource and home visit transportation planning.

#### **1.2.4 Termination of Placements**

- a. County requirements upon the termination of the placement prior to the youth offender's planned graduation date:

- i. County shall ensure that when a youth offender is terminated from County'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
  - ii. Within 15 days following the youth offender's termination from residential placement with County, County shall complete a written Discharge Summary and forward a copy to the JPPO. The summary shall discuss the youth offender's progress toward Service Plan goals.
- b. Planned Termination by County
- i. If it appears to County that a youth offender may not be able to continue under the care and service of County, County shall notify the youth offender's JPPO in writing as soon as reasonably practicable. Such notification shall allow OYA or County to negotiate further program involvement for the youth offender.
  - ii. As soon as practicable following such notification, OYA will meet with County 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, County may terminate the youth offender's placement with County 30 days from the original notification to the JPPO. County shall give notice of such termination to the JPPO in writing within five (5) working days of the case staffing.
- c. Planned Termination by OYA
- i. If it appears to the OYA that a youth offender may not be able to continue under the care and service of County, the OYA will notify County in writing as soon as reasonably practicable. Such notification will allow the OYA or County to negotiate further program involvement for the youth offender.
  - ii. As soon as practicable following such notification, OYA will meet with County 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, OYA may terminate the youth offender's placement with County 30 days from the original notification to County. OYA will give notice of such termination in writing within five (5) working days of the case staffing.
- d. Emergency Termination by County
- i. After consultation with the JPPO, County may have a youth removed from services in its Program, if the youth offender is a clear and immediate danger to self or others. In such situations, OYA will consider the notification a priority and respond to County within one working day of County's consultation with the JPPO. After the youth offender is removed from the program on an emergency

basis, County and OYA will meet to discuss the issue of continuation of services, and agreement will be negotiated regarding the appropriateness of return to program.

- e. Emergency Termination by OYA
  - i. The parties understand and agree that under any of the following circumstances, without limitation, the OYA may remove a youth offender from placement with County immediately:
    - An allegation of child abuse/neglect or other conditions causing the OYA to determine that the youth offender's health, safety or welfare is or may be endangered;
    - An allegation of misconduct of County or County's employee causing the Agency to determine that the youth offender's health, safety or welfare may be endangered.
    - Action taken pursuant to a court order; or
    - Termination of an interstate compact agreement for placement of the youth offender.

#### 1.2.5 Minimum Staffing Requirements

- a. County shall provide twenty-four hour supervision by professionally trained staff in the facility. County shall ensure that a youth offender is not left unsupervised.
- b. When making a determination of the supervision needs for youth offenders served under this Agreement, County shall take into account the specific traits of the youth offenders currently in County's program and the safety of the community, the program staff, and the youth offenders.
- c. In terms of the ratio of Direct Care staff to youth offenders, County shall ensure that staffing coverage adheres to the ratios described in the Exhibits. The chart illustrates the staffing pattern for a typical 14 bed facility. Using this chart, the number of staff and youth offenders will vary, but the ratios will remain the same according to each respective shift.
- d. When calculating the staff to youth offender ratio only direct care level staff will be included in the calculation. Direct care level staff may include, but are 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.
- e. The daytime ratio is based on youth offenders attending school. On non-school days, County shall adjust the ratios of staff to youth offenders to ensure that adequate

supervision is provided. County shall obtain pre-approval in writing from the Manager of the OYA Community Resources Unit for any staffing patterns that fall below the minimum ratio in the Exhibits for any shift.

- f. County shall ensure that at least one (1) direct care staff is on duty and awake at any time one (1) or more youth offenders are present in County's facility. In the event that no youth offenders are in the facility, County shall have resources and procedures in place to serve youth offenders that may experience crises or need to return to program unscheduled.
- g. In the event a youth offender served under this Agreement must be hospitalized and the plan is for County to continue supervising and caring for the youth offender after his/her release from the hospital, County shall work in collaboration with the youth offender's JPPO, and family when appropriate to develop a plan for supervision for the time during which the youth offender is in the hospital.
- h. When youth offenders are in the community for any reason County shall provide adequate supervision or take steps sufficient to ensure that adequate supervision is provided.

#### **1.2.6 Minimum Staff Qualifications**

County shall ensure that the direct care staff and their supervisors meet the following minimum qualifications:

- a. 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.

- b. Social Service Staff: Responsibilities include case management and the development of Service Plans; individual, group, and family counseling; individual and group skills training; assisting Youth Care Staff in provision of appropriate services to youth offenders; and reviewing weekly service documentation for quality, content, and service hour requirements.

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.

- c. 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 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. A combination of formal education and experience working with youth may be substituted for a bachelor's degree. At a minimum, to be considered as a substitute for a bachelor's degree, the combination of formal education and experience must consist of a combination of 1) one year's work experience and 2) two years education, training, or additional work experience, all in the care and rehabilitation of youth. Youth Care Staff are members of the treatment team and work under the direction of a qualified Social Service staff or a Program Coordinator.

- d. Criminal History Checks. County shall ensure that, before any person provides services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 as amended from time to time.

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 Agency youth offenders under this Agreement.

- e. County shall ensure that County's staff are aware that they are mandatory reporters under Oregon Law (ORS 419B.005 through ORS 419B.050).

All of County's employees and staff must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom County comes in contact has suffered abuse, or that any person with whom County comes in contact has abused a child. Oregon Law recognizes child abuse to include, but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling. *See* ORS 419B.005.

Reports must be made immediately upon awareness of the incident. Counties are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

- f. Conflict Of Interest: County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. County shall submit the notification to the Agreement Administrator and the OYA Contracts unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

### **1.2.7 Service Plan Requirements**

Service Plans include any formal plans for the provision of services to youth offenders pursuant to this Agreement including, but not limited to, Stabilization Plans and Transition/Aftercare Plans.

#### **a. Intake and Stabilization Planning Meeting**

- i. On day of admission, County shall facilitate a meeting including at a minimum: the County's Social Service Staff, the JPPO, and the youth offender. In addition, County shall invite the youth offender's family, and any other significant persons involved with the youth offender to participate. The meeting agenda shall include the following:
- Objectives for placement as described by OYA parole/probation staff
  - Identify reason for behavioral instability
  - Review available assessment(s)
  - Review of current incident reports if available
  - Review Mental Health, risk/needs assessment, OYA Case Plan and any other documentation that is available
  - Develop a Stabilization Service Plan based on current youth offender behavior

#### **b. Stabilization Service Plan**

- i. Within 48 hours of a youth offender's admission, the County shall finalize a written Stabilization Service Plan based on the intake and stabilization-planning meeting, which shall specify the services to be delivered during youth offender's first 30 days in the program.
- ii. Prior to implementing the Stabilization Service Plan, the County shall obtain approval of the plan from the youth offender's OYA parole/probation staff by fax, telephone, or on-site review. The Stabilization Service Plan shall include but not be limited to:
- Goals that are measurable and attainable within youth offenders stay in program
  - Specific interventions and services County 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
  - Method for monitoring progress and the person responsible for monitoring

- Description of services by other providers including how services will be monitored
  - Specifically stated behavioral criteria for evaluating achievement of goals
  - Existing orders for medication and any prescribed treatments for medical conditions
  - Anticipated discharge date
  - Anticipated type of placement at discharge
  - Aftercare/transition goal and plan if applicable
  - Needs addressed by other service providers – The County shall facilitate the youth offender’s access to other service providers whenever needs identified in the youth’s Assessment and Evaluation or noted during intake cannot be met within the scope of services offered by the County. The County shall address these needs in the Service Plan and identify the outside service provider.
  - Overnight trial visits -- The Stabilization Service Plan shall document if any trial visits are to occur and identify the frequency of the visits, relating the visits to the objectives contained in the Stabilization Service Plan. County shall not deviate from the approved trial visit plan without prior written approval from the JPPO or the JPPO’s designee.
- iii. The County shall ensure that Stabilization Service Plan is culturally competent and gender-specific for each youth offender.

Culturally Competent Services. The County shall provide culturally competent services, as a part of its overall evidence-based treatment programming. Culturally Competent Services are those services that comprehensively address the unique needs of youth with a variety of cultural backgrounds, and are a priority for the Agency. County’s culturally competent services shall conform to guidelines established by, and shall be monitored by, the Agency.

Gender Specific Services. The County shall provide gender specific services, as a part of its overall evidence-based treatment programming. Gender-specific services are those that comprehensively address the unique needs of young women and young men and are a priority for the Agency. County’s gender-specific services shall conform with guidelines established by, and shall be monitored by, the Agency.

- iv. The County shall ensure that the appropriate items contained in the youth’s parole/probation agreement or court order are included in the youth offender’s Service Plan.

**c. Assessment and Evaluation**

- i. The County’s Social Service staff shall conduct an Assessment and Evaluation (“A&E”) for each youth offender who is anticipated to remain in the Program for

over 30 days, within the initial 30-day period (or within 30 days of notice that the youth will be staying in the Program for over 30 days).

- ii. If the youth offender is in the Program for 30 days or less, no A&E is required.
- iii. A&Es shall include but are not limited to the following domains:
  - Legal status /offense specific (e.g. commitment offense, restitution owed, community service, juvenile justice history);
  - Medical (including medications and dosages);
  - Family (including specific cultural factors);
  - Mental health;
  - Alcohol and drugs;
  - Educational;
  - Vocational;
  - Social Living Skills; and
  - Placement Planning including trial visits.
- iv. The following areas shall be addressed in the A&E 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.)
  - Information from a criminogenic risk/needs assessment
  - Information from alcohol and drug assessments
  - Psychological tests that identify mental health and other conditions which may impact case and treatment planning, and
  - Summary of youth offender's readiness for return to previous placement or recommended placement.
- v. The County shall forward a copy of the A&E and the updated Stabilization Service Plan to the referring JPPO by the 30th day following the youth offender's admission into the County's program. At the request of the Agency, the County shall provide an abbreviated evaluation if it is needed for legal or planning purposes prior to a youth offender's 15<sup>th</sup> day of placement.
- vi. If a youth offender is transferring between BRS programs and the most recent comprehensive BRS A&E is less than 90 days old, it is acceptable for the County to complete an updated A & E about the youth offender's current status and

needs. County shall forward a copy of the updated A & E and updated Stabilization Service Plan to the JPPO by the 30<sup>th</sup> day following the youth offender's admission into County's program.

**d. Stabilization Service Plan Update**

- i. County shall review and update the Service Plan whenever services are modified to reflect changes in behavior or identified service needs. The first Service Plan shall be updated based upon findings from the A&E. Formal Service Plan reviews must occur no less frequently than every 30 days. County shall maintain documentation of Service Plan updates in the youth offender's file.
- ii. County shall coordinate and convene Service Plan review meetings. County shall invite the youth offender's family, the OYA parole/probation staff or County Juvenile Department staff aftercare resource, 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. This meeting can take place via video conferencing when needed for maximum participation.
- iii. County shall provide written copies of service planning documentation for participants at Service Plan reviews. Service plan review documents provided by County must include:
  - Progress toward achievement of service goals, including noting those short-term goals that have been completed;
  - The addition of new short-term goals for the next reporting period, when previous short-term goals have been completed;
  - Modifications to services based on new behaviors or identified needs;
  - Any changes regarding recommendations, discharge date, or transition/discharge plan; and
  - A summary of critical incidents which have occurred since the last report.
- iv. After the review meeting, County's Social Service staff shall update the Service Plan, incorporating the feedback from the review meeting when applicable. County shall obtain written approval from the JPPO prior to implementing any changes to a Service Plan. County shall maintain signatures from all members attending review meetings as part of each Service Plan review documentation.
- v. County's staff shall ensure that all Service Plan review participants receive the updated Service Plan document within 5 working days of the review meeting.

**e. Transition/Aftercare Service Plan**

- i. The County shall provide a Transition/Aftercare Plan for each youth offender that remains in the program for more than 30 days.
- ii. For those youth, County shall facilitate a youth offender's successful transition from County's program to the community, including identification of services and supports outside County's program to assist the youth offender. County 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.
- iii. Transition/Aftercare planning is a collaborative process between the core team members including aftercare resource/placement staff and any other significant persons involved with the youth offender. County shall discuss transition/aftercare planning at every service planning meeting and review beginning at youth offender's admission to the County's program.
- iv. Prior to the youth offender's exit from the program, County shall update the Stabilization Service Plan to include the final transition/aftercare plan and provide copies of the final transition/aftercare plan to the JPPO, the youth offender, the youth offender's family when possible, and other significant persons involved with the youth offender.
- v. 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. education, mental health, offense-specific treatment, family support, victim notification, and primarily issues that caused placement;
  - Identification of person responsible for providing transition services when possible; and
  - Identification of person(s) or agency responsible for providing aftercare services, with JPPO approval, including contact information, related to needs and unmet goals as described above.
- vi. The County shall not be required to provide transition services under the following circumstances:
  - OYA parole/probation staff or County Juvenile Department staff (with OYA involvement) 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 a Psychiatric Residential Treatment Services Program (PRTS)
- The youth offender is discharged to a BRS program
- The youth offender is discharged to a Youth Correctional Facility

**g. Discharge Summary**

Within 15 days of youth offender's discharge from residential placement with the County, the County shall complete a written Discharge Summary and forward a copy to the JPPO. The summary shall include:

- Summary of services delivered
- Youth offenders response to services
- Summary of successful interventions and tools youth has been able to master
- Summary of behavioral observations
- Summary of assessments; and
- Summary of youth offender's readiness for recommended placement

**1.2.8 Documentation**

- a. Programming must relate directly to the youth offender's Service Plan. County shall maintain documentation that describes:
  - The type of 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.
- b. On a monthly basis, County shall review service documentation for quality, content and service hour requirements. County shall summarize this information to document total number and type of 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 County's Social Service Staff and placed in each youth offender's respective file. Alternatively, County may document youth offender's progress by maintaining meeting notes from weekly case management meetings for each youth offender in program.
- c. County shall ensure that OYA has access upon request to all of the following: 1) all records and reports and other documents produced by County pursuant to this Agreement; 2) all records, reports and other documents compiled by County pursuant to this Agreement; and 3) all records, reports and other documents maintained by County pursuant to this Agreement.

**1.2.9 Minimum Weekly Requirements**

County shall provide an array of Services (as defined in 1.2.10) in a format appropriate to meet the needs of youth offenders as defined in their Service Plan. Daily 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 activities must be structured and directly supervised by program staff. At a minimum, County shall provide each youth with the weekly services outlined in the Program Exhibits.

#### **1.2.10 Definitions**

- a. **Individual and 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 provided by Social Service Staff 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 that impede the family's ability to function successfully.
- c. **Parent Training:** Planned activities and/or interventions, face to face or by phone, provided 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, and risky/irresponsible thinking. Skill building services must be goal oriented and directly related to a youth offender's individual Service Plan.
- e. **Youth Consultation:** Up to one hour per week of staff time spent individually with the youth offender, reviewing his or her progress and performance toward meeting Service Plan objectives and identifying new objectives.

#### **1.2.11 Other Required Services – Recreational, Social and Cultural Activities**

- a. County shall provide recreation time to youth offenders on a daily basis. Recreation is time for youth offenders to have 'fun', and County shall offer activities that are varied in type to allow youth offenders to obtain new experiences. County shall document recreation as having been provided, by recording the type of activity the youth offender participated in, and the date it occurred.
- b. County shall provide each youth 2-3 opportunities per week to participate in recreational activities in the community, unless the youth offender is clearly unable to participate in offsite activities due to safety issues. If a youth offender is restricted from participation in community recreation, County 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 offsite activities. County shall offer any youth offender who is restricted from community activities alternative opportunities for recreation on site.
- c. County shall 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.
- d. County shall not permit youth offenders to participate in recreational activities that present a higher level of risk to youth offenders without pre-approval by the Community Resources Unit and each youth offender's parole officer using the process outlined in OYA Policy III-A-3.1 as amended. 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, camping, backpacking, mountain climbing, using motorized yard equipment, and horseback riding.

#### **1.2.12 Other Required Services – Academic Assistance**

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

#### **1.2.13 Other Required Services – Health Care Services**

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

- b. County 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.
- c. County shall administer and monitor medications consistent with all applicable licensing rules and County's policy set forth in section 1.2.1. County shall notify the youth offender of the youth's right to refuse medication. County shall notify the youth offender's JPPO if a youth refuses to take any prescribed medication for a period of 7 days or longer. If the JPPO or the prescriber so request, County shall immediately notify the JPPO if the youth offender refuses to take any prescribed medication.
- d. County shall facilitate the youth offender's access to other service providers whenever identified needs cannot be met within the scope of services offered by County. If health care services are needed but County is unable to access the needed services for the youth offender, County shall immediately notify the JPPO in writing and these unsuccessful efforts made to access healthcare must be documented by County as part of the youth offender's case file.

#### **1.2.14 Other Required Services – Religious Practices**

County shall ensure that reasonable opportunities for religious practice are afforded to all youth offenders without fear of penalty. County shall also ensure that youth have the right to refuse to participate in religious activities if they so choose.

#### **1.2.15 Incident Reports**

- a. Use of Seclusion or Restraints. County shall report incidents involving the use of restraint or seclusion to the JPPO, and the Community Resources Unit via faxed incident report, as soon as possible after the incident occurs.
- b. County Communication Outages. County shall report any communication outage and provide an alternative method of communication to the JPPO and Community Resources Unit immediately.
- c. Risk to Status or Custody of Youth.

County shall immediately verbally report to the JPPO any incident, condition or situation which places the safety, status or custody of a youth offender served under this Agreement in jeopardy. If the incident occurs during hours when the OYA Field Office is not open, County must make the immediate notification to the appropriate OYA Youth Correctional Facility. County must follow verbal notification with written documentation within 24 hours.

d. Other Incidents.

- i. County shall immediately report incidents that are of a nature serious enough to have safety, programmatic, possible media interest/attention or contractual impact to the OYA Community Resources Unit, the JPPO and the DHS Licensing and Treatment Services Unit. County shall make this immediate report either verbally or electronically.
  - Examples of these incidents include: Allegations of abuse or neglect involving a program staff or another youth in County's care, disturbances or riots, emergency medical services, police respond to a situation involving youth offenders in County's care, and mandatory reports regarding child abuse.
- ii. County shall follow verbal notification with written documentation provided within 24 hours of the incident to the OYA Community Resources Unit, the JPPO and DHS Licensing and Treatment Services.

e. Documentation Requirements.

- i. County shall record incidents and crisis interventions and keep the reports in a youth offender's file. 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 JPPO;
  - Actions or interventions taken by program staff;
  - Any follow up recommendations;
  - Any follow up or investigations conducted by County's supervisory staff or administrative personnel, DHS, OYA or other sources, (i.e., law enforcement, attorneys, etc.); and
  - County's review of the incident.

- ii. At the end of each month County shall send copies of all incident reports for the month to Community Resources Unit.

### **1.2.16 Overnight Absences Require OYA Notification and OYA Approval**

- a. Approval Process for Overnight Absences (including recreation)
  - i. Prior written approval by the 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 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; and
    - Approved and/or non-approved activities, as applicable.
  - ii. After initial approval by JPPO, County shall then notify 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; and
    - Explanation of how any special conditions or requirements will be addressed.
  - iii. Out of State Travel. County shall not permit a youth offender admitted to County's program to leave the state without prior written approval by OYA Field Services Administration.
  - iv. See section 2.1.1.a for the circumstances of when County will be paid for Youth Care Days when the youth offender is absent from County's facility.

## **1.3 ACCEPTANCE CRITERIA AND PROCESS.**

County shall provide all reports as required under this Agreement and Exhibit(s). County shall also provide the Agency with verbal updates on the youth offender's progress both as requested by the Agency and as deemed appropriate by County.

## **1.4 SPECIAL REQUIREMENTS.**

- a. **Termination Arrangement.** If County is providing youth-care services and this Agreement is terminated, expires or is not renewed, the Agency, through its liaison staff or other designated persons, shall assume responsibility for the planning, supervision and work required in moving and relocating the youth who are under County's care under this Agreement on the termination date or at an earlier date if earlier removal is deemed necessary by the Agency. County agrees to cooperate fully with Agency staff in the preparation for and carrying out of the work necessary to remove the youth from County's care. Nothing in this section shall be deemed to limit the extent of remedies or amount of damages available to the parties under this Agreement.
- b. **Confidentiality of Information:** The use or disclosure by County and its employees and agents of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of County's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Agency, or if the Agency is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.
- c. **Media Disclosure:** County shall not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agency office which referred the youth or family. County shall make immediate contact with the Agency's office when media contact occurs. The Agency's office will assist County with an appropriate follow-up response for the media.
- d. **Client Records:** County shall appropriately secure all records and files to prevent access by unauthorized persons. County shall, and shall require its employees to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.
- e. **Program Records, Controls, Reports and Monitoring Procedures:** County shall maintain program records including statistical records, and to provide program records to the Agency at times and in the form prescribed by the Agency. County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. County shall cooperate fully with such reviews.

## **2. COMPENSATION.**

### **2.1 METHOD OF PAYMENT FOR SERVICES.**

#### **2.1.1 Definitions**

- a. Youth Care Day. Youth Care Day means each calendar day the youth is physically present in County's facility at 11:59 p.m. It also includes calendar days when the youth is not physically present in the facility during at the time specified above because the youth is hospitalized, on a home visit status, or a transitional visit to another provider in accordance with Subsections b., c., and d. below.
- b. Hospitalizations: Youth Care Day(s) may also include days when the youth is in the hospital under the following circumstances:
  - i. County and JPPO mutually agree in writing that the plan is for the youth offender to return to County after the youth offender is released from the hospital, and
  - ii. County continues to document daily the services being provided to the youth offender.
- c. Home visit status: Youth Care Day(s) may also include up to eight calendar days per month for a youth on a home visit if:
  - i. The home visit is part of planned activities identified in the youth's Service Plan;
  - ii. County informs the assigned OYA staff prior to the visit taking place; and
  - iii. County is obligated to continue supervising and caring for the youth offender upon the conclusion of the visit.

The Manager of the Community Resources Unit may authorize in writing payment to County for nine or more home visit days in any month in the event of exceptional travel demands, emergency leaves or other unusual case management issues but the youth offender will be placed on a paid absent status and the additional days will be paid at the absent bed rate described below.

- d. Transitional Visits to Another Provider: Youth Care Days may also include days when the youth offender is on a transitional visit to another provider under the following circumstances:
  - i. County and OYA mutually agree to allow a youth offender to visit another licensed or certified provider;
  - ii. County shall pay the hosting provider at the established foster care rate (the amount is available from the Community Resources Unit); and
  - iii. County is responsible for reimbursing the provider for the costs of the days of care provided. Standard Agency rates for foster care services as specified in the Exhibit(s) must be used for this purpose.

County shall ensure that the hosting provider will not seek any reimbursement from OYA for the care of the visiting youth offender. As long as a youth offender is served under this Agreement, the OYA will not make payments with respect to that youth offender to a provider other than County.

- e. Total Days of Care means the total of all Youth Care Days and Absent Days for all youth in a given time period.
- f. ADP means Average Daily Population. ADP is computed by dividing the Total Days of Care by the number of calendar days in the given time period. County agrees to work with the Agency to maintain an ADP, aggregated monthly, of the number of youth offenders specified in the table set forth in section 2.2.1.a. below.
- g. Absent Day means each calendar day that does not meet the requirements of a Youth Care Day if (i) County is reserving the bed for the youth and (ii) the plan is for the youth to return to County under the following circumstances:
  - i. The OYA Field Supervisor may authorize:
    - 1. Up to seven (7) days as Absent Days for youths on runaway status. Payments for periods exceeding seven (7) days must be authorized by the Community Resources Unit Administration before such payments can be made.
    - 2. Days in detention as Absent Days if the Youth is likely to return to County.
  - ii. If there is strong evidence that the youth offender will be returned to stay in County program following the extension, the OYA Community Resources Manager may approve, in writing:
    - 1. An extended home visit (nine or more days) with the additional days paid at the Absent Day rate or
    - 2. Additional days while a youth is on runaway status if the intent is to return the youth to County.

2.2 The total not to exceed amount available for payment to County is as follows:

Section 2.2.1 Services	\$82,881.00
Section 2.3 Authorized Reimbursement	\$0
<b>Total Not to Exceed Amount for this Agreement</b>	<b>\$82,881.00</b>

County understands and agrees that the amount paid under this Agreement may be unilaterally reduced by OYA as a result of Legislative action or executive order. OYA will provide County with written notice of any such reduction and the Agreement will be amended upon County's receipt of that written notice. If County refuses to sign the amendment to the Agreement that reflects the Legislative action or executive order, County understands OYA may be forced to terminate the Agreement. Notwithstanding any other provision of this Agreement, this subsection takes precedence over all other provisions of this Agreement including all Exhibits.

2.2.1 As consideration for the services provided by County under this Agreement, the Agency, subject to the provisions of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to County by warrant(s) an amount not to exceed the amount for services specified in section 2.2.

- a. The Agency will pay County for the services described under each Exhibit at the following rates:

Residential Program	Youth Care Day Rate	Absent Day Rate	ADP
Exhibit A – Parole Diversion STAIRS	\$184.18	\$97.00	3
Exhibit B – Probation Diversion STAIRS	\$184.18	\$97.00	2

- c. Other terms

- i. The parties recognize that in order to meet the contracted capacity, County may be required at times to serve more youth than the contracted capacity, up to the licensed capacity, in order to offset times when fewer youth are served.
- ii. If County allocates any indirect costs to this Agreement, County will make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow County to require the Agency to pay any indirect costs allocation to this Agreement by County.
- iii. If, as a result of County’s neglect or misconduct, Agency terminates a youth’s placement with County in accordance with this Agreement, County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such termination.

**2.2.2 BASIS OF PAYMENT FOR SERVICES.**

Monthly progress payments for completed Services. Agency shall pay County monthly progress payments upon Agency’s approval of County’s invoice submitted to Agency for completed Services and delivered Goods, but only after Agency has determined that County has completed, and Agency has accepted the completed Services and Agency has accepted the delivered goods in accordance with section 1.3.

**2.3 EXPENSE REIMBURSEMENT.**

- a. Agency will not reimburse County for any expenses under this Agreement except for a clothing allowance as follows:
  - i. The Juvenile Parole and Probation Officer (JPPO) may approve payments of \$175.00 for each youth who is admitted to County’s program upon the request of

County to be applied for the purchase of clothing for youth supervised by the JPPO. County shall maintain records and copies of receipts and invoices to document the purchase of the clothing for the youth, and shall permit OYA inspection of these documents upon request. The JPPO has the discretion to approve or disallow County's request for payment.

- b. Total for Reimbursable Expenses. The total amount available to reimburse County for expenses authorized for reimbursement under this section 2.3 is specified in section 2.2 above.

#### **2.4 GENERAL PAYMENT PROVISIONS.**

- a. Agency's Payment. Agency shall pay County for Services performed and Goods delivered at the rates and prices specified in section 2. County shall look solely to Agency for payment of all amounts Agency owes to County. County shall not be compensated by any agency or department of State other than Agency for Services performed and Goods delivered.
- b. (reserved)
- c. Funds Available and Authorized; Payments. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under this Agreement.
- d. County agrees that the rates charged to the Agency for services to youth under this Agreement shall not exceed rates for comparable services to youth not covered by this Agreement.
- e. County shall promptly remit to Agency any payment or reimbursement received by County from a parent, or guardian, or any other personal entitlement received on behalf of any youth served under this Agreement.

#### **2.5 INVOICES.**

- a. County will receive monthly, the Agency's Invoice Estimate, which describes Services performed during the previous month and estimates payment for that Service. If County has not received an Invoice Estimate for Services provided in the previous month, County shall contact the Agreement Administrator for this Agreement. County shall work with OYA employees identified on the Invoice Estimate as primary worker for a youth to resolve any discrepancies regarding the invoice. Payment of any amount under this Agreement shall not constitute approval of the Services.

- i. The Invoice Estimates shall be verified by County and submitted to the Agency in accordance with the address on the invoice.
  - ii. Along with the verified invoice estimate, County shall also provide, in a format that meets the Agency's approval, an attendance sheet that clearly identifies the status of each youth enrolled to County for each day in the billing period. The required statuses include the days present in the facility, the days in the hospital, the days on home visit, the days on a transitional visits to another providers, the days on absent status due to runaway status and the days on absent status due to detention status.
- b. If payments to County by the Agency under this Agreement, or under any other Agreement between County and the Agency, are made in error or are found by the Agency to be excessive under the terms of this Agreement or the other Agreement, the Agency, after giving written notification to County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 2.5.b shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
  - c. County must submit its final invoice to the Agency no later than 60 days after the termination or expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within 60 days after the termination or expiration date of this Agreement.
  - d. County certifies with each invoice and reporting form submitted to Agency that the materials, services, or expenses included in the invoice have been furnished, rendered or expended pursuant to the terms of this Agreement; that they are as stated in the Agreement and County has not previously requested payment for the item(s) from the Agency.

## 2.6 Audits

- a. As promptly as possible, but in no event later than 90 days after the end of each of County's fiscal years in which County provides any Services under this Agreement, County shall have an independent certified public accountant audit County for that fiscal year. County shall maintain a copy of each such audit in its files. County shall provide a copy of the audit to the Agency upon the Agency's request. If the audit shows that County has failed to comply with the financial requirements of this Agreement in any material respect, Agency may, pursuant to section 3.13, terminate this Agreement.
- b. Reserved for this temporary, transitional residential program.

- c. In addition to audit provisions elsewhere in this Agreement, the Agency reserves the right to periodically audit and review the actual expenses of County for the following purposes:
  - i. To document the relation between the established payments under this Agreement and the amounts spent by County.
  - ii. To document that the amounts spent by County are reasonable and necessary to assure quality service.
  - iii. To assure that County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Agency shows that County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Agency may terminate this Agreement.

### **3. GENERAL TERMS AND CONDITIONS.**

#### **3.1. INTELLECTUAL PROPERTY AND OPEN SOURCE; TITLE TO GOODS.**

- a. Definitions. As used in this Agreement, the following terms have the meanings set forth below:
  - i. Contractor Intellectual Property” means any intellectual property owned by County and developed independently from Services.
  - ii. “Open Source Elements” means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.
  - iii. “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or County.
  - iv. “Work Product” means all Services and Goods County delivers or is required to deliver to Agency pursuant to this Agreement.
- b. New Works. All intellectual property rights in the Work Product created by County under this Agreement shall be the exclusive property of Agency. All Work Product authored by County under this Agreement shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent Agency is not the owner of the intellectual property rights in such Work Product, County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in such Work Product. Upon Agency's reasonable request, County shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency. County forever waives any and all rights relating to such Work Product created under this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c. Contractor Intellectual Property. If intellectual property rights in the Work Product are Contractor Intellectual Property, County hereby grants to Agency an irrevocable,

non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.

- d. Third Party Intellectual Property. To the extent County has the authority, County shall sublicense or pass through to Agency all Third Party Intellectual Property. County represents and warrants that it has provided written disclosure to Agency of all Third Party Intellectual Property that must be independently licensed by Agency to fully enjoy the benefit of the Work Product. If County failed to provide such written disclosure, County shall secure on the Agency's behalf and in the name of the Agency, an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- e. Open Source Approval and Notice. Any Open Source Elements in the Work Product must be approved in advance and in writing by Agency. If Agency approves the use of Open Source Elements, County shall:
  - i. Notify Agency in writing that the Work Product contains Open Source Elements;
  - ii. Identify the specific portion of the Work Product that contain Open Source Elements; and
  - iii. Provide a copy of the applicable license for each Open Source Element to Agency.
- f. Title to Goods. Title to Goods passes to Agency in accordance with ORS 72.4010.

### **3.2 OTHER REPRESENTATIONS AND WARRANTIES.**

- a. All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to the Goods delivered under this Agreement. County represents and further warrants that:
  - i. County has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of County that is enforceable in accordance with its terms;
  - ii. County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to County's industry, trade or profession;
  - iii. County is and shall be, at all times during the term of this Agreement, qualified, professionally competent, and duly licensed to perform Services; and
  - iv. When used as authorized by this Agreement, no Work Product infringes nor will Agency's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.

- b. The warranties specified in this section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and shall be interpreted broadly to give Agency the greatest warranty protection available.

**3.3 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.**

- a. County shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to County's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
- b. (reserved)

**3.4 RESERVED.**

**3.5 TIME IS OF THE ESSENCE.**

County agrees that time is of the essence in the performance of this Agreement.

**3.6 FORCE MAJEURE.**

Neither Agency nor County shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. County shall, however, make all reasonable efforts to remove or eliminate the cause of County's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

**3.7 RESERVED.**

**3.8 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING**

- a. County shall perform all Services as an independent Contractor. Although Agency may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing any Services required under this Agreement. County certifies, represents and warrants that County is an independent contractor of Agency under all applicable State and federal law. County is not an "officer", "employee", or "agent" of Agency as those terms are used in ORS 30.265.
- b. If County is currently performing work for State or the federal government, County by signature to this Agreement represents and warrants: County's performance of this

Agreement creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of County's employing agency (state or federal) would prohibit County's performance of this Agreement.

- c. County is responsible for all federal and state taxes applicable to compensation or payments paid to County under this Agreement, and unless required by prevailing federal law or regulations, Agency will not withhold from compensation or payments to County any amount(s) to cover County's federal or state tax obligations unless County is subject to backup withholding. County is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement.

### **3.9 CONTRIBUTION, DISPUTE RESOLUTION AND LIMITATION OF LIABILITIES**

#### **a. Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

iii. With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**b. Alternative Dispute Resolution.**

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 3.9.a.i, SECTION 3.9.a.ii, AND SECTION 3.9.a.iii, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**3.10 WORKER'S COMPENSATION.**

All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126.

**3.11 EVENTS OF BREACH.**

- a. Breach by County. County breaches this Agreement if:
- i. County institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

- ii. County no longer holds a license or certificate that is required for County to perform its obligations under this Agreement and County has not obtained the license or certificate within fourteen (14) calendar days after Agency delivers notice of breach to County or a longer period as Agency may specify in the notice; or
  - iii. County commits any material breach of any covenant, warranty, obligation or certification under this Agreement, fails to perform its obligations under this Agreement within the time specified or any extension of that time, and County fails to cure the breach within fourteen (14) calendar days after Agency delivers notice of breach to County or a longer period as Agency may specify in the notice.
- b. Breach by Agency. Agency breaches this Agreement if:
- i. Agency fails to pay County any amount pursuant to the terms of this Agreement, and Agency fails to cure its failure to pay within fourteen (14) calendar days after County delivers notice of breach to Agency or a longer period as County may specify in the notice; or
  - ii. Agency commits any material breach of any covenant, warranty, or obligation under this Agreement, fails to perform its obligations hereunder within the time specified or any extension thereof, and Agency fails to cure the breach within fourteen (14) calendar days after County delivers notice of breach to Agency or a longer period as County may specify in the notice.

### 3.12 REMEDIES.

- a. State's Remedies. If County is in breach under section 3.11.a, State may, at Agency's option, pursue any or all of the remedies available under this Agreement and at law or in equity, including, but not limited to:
- i. Termination of this Agreement under section 3.13.b.ii;
  - ii. Withholding payment of all amounts in County's invoices for Services that County is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
  - iv. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to County in an amount equal to State's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that County was not in breach under section 3.11.a, the rights and obligations of the parties shall be the same as if this Agreement was terminated pursuant to section 3.13.b.i.

- b. County's Remedies. If Agency terminates this Agreement for convenience under section 3.13.b.i, or if Agency is in breach under section 3.11.b and whether or not County elects to exercise its right to terminate this Agreement under section 3.13.c, County's sole remedy is one of the following, as applicable:
  - i. For Services compensable on an hourly basis, a claim against Agency for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Agency less any claims State has against County.
  - ii. For deliverable-based Services, a claim against Agency for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claims State has against County.

If previous amounts paid to County for Services and Goods exceed the amount due to County under this section 3.12.b, County shall pay the excess amount to Agency immediately upon written demand.

- c. Attorney's Fees. Except for defense costs and expenses pursuant to section 3.9, neither Agency nor County is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.

### 3.13 TERMINATION.

- a. MUTUAL CONSENT. This Agreement may be terminated at any time by mutual written consent of the parties.
- b. Agency:
  - i. Agency may, at its sole discretion, terminate this Agreement for its convenience upon 30 days written notice by Agency to County.
  - ii. Agency may, in its sole discretion, terminate this Agreement, immediately upon notice to County, or at a later date as Agency may establish in the notice, upon the occurrence of any of the following events:
    - 1. Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;
    - 2. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by Agency under this Agreement is prohibited, or Agency is prohibited from paying for Services from the planned funding source; or
    - 3. County is in breach under section 3.11.a.

County shall stop performance under this Agreement as directed by Agency in any written notice of termination delivered to County under this section 3.13.b.

- c. County: County may terminate this Agreement (i) for its convenience upon 90 days written notice by County to Agency or at such later date as County may establish in the notice or (ii) upon 30 days written notice if Agency is in breach under section 3.11.b.

### **3.14 ACCESS TO RECORDS.**

County shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Agreement termination or full performance, the period required by applicable law following Agreement termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever ending is later. County shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, County shall permit State, its duly authorized representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

### **3.15 NOTICES.**

All notices required under this Agreement shall be in writing and addressed to the party's authorized representative. For State, the authorized representative is the Agency Agreement Administrator identified in section 6. County's authorized representative is the contact person identified in section 6. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. County shall make notices and other communications regarding youth offenders required to be made to Agency in a format and manner approved by Agency.

### **3.16 GOVERNING LAW.**

The Agreement is governed by and construed in accordance with the laws of State, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Agreement, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs the Goods sold under this Agreement.

### **3.17 VENUE; CONSENT TO JURISDICTION.**

Any claim, action, suit or proceeding (collectively, "Proceeding") between State and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF

THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

### **3.18 SUBCONTRACTS; ASSIGNMENT; SUCCESSORS.**

- a. **SUBCONTRACTS.** County shall not enter into any subcontracts for any of Services required under this Agreement without Agency's prior written consent. In addition to any other provisions Agency may require, County shall include in any permitted subcontract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were County with respect to sections 1.3, 3.1, 3.2, 3.5, 3.9, 3.10, 3.14, 3.16, and 3.18. Agency's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
  - i. In order for the County to receive approval to enter into subcontracts, the County shall submit to the Agency a copy of the boilerplate provisions used in any subcontracts entered into by County under this Agreement. If County substantively changes the boilerplate provisions used in subcontracts entered into by County under this Agreement, County shall provide the Agency with a copy of the amended boilerplate provisions within 30 days from the effective date of the changes to the boilerplate provisions. Agency's failure to take any action based on any provision in such a subcontract shall not constitute a waiver by Agency of the right to enforce this or any other provision.
- b. County shall not assign, delegate or transfer any of its rights or obligations under this Agreement without Agency's prior written consent. Agency's written consent does not relieve County of any obligations under this Agreement, and any assignee, transferee, or delegate is considered County's agent.
- c. The provisions of this Agreement are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

### **3.19 THIRD PARTY BENEFICIARIES.**

State and County are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Agency is an intended beneficiary of the terms of this Agreement.

### **3.20 SEVERABILITY.**

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 this Agreement did not contain the particular provision held to be invalid.

### **3.21 COUNTERPARTS.**

This Agreement may be executed in several counterparts, all of which when 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 Agreement so executed shall constitute an original.

### **3.22 INTEGRATION AND MERGER.**

This Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

### **3.23 AMENDMENTS; WAIVER.**

This Agreement may be amended to the extent permitted by applicable solicitation, if any, statutes and administrative rules. No waiver, consent, or amendment of terms of this Agreement shall bind either party unless in writing and signed by Agency and County, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

### **3.24 SURVIVAL.**

In addition to all provisions which by their nature extend beyond Agreement termination or full performance, the following provisions shall remain in effect beyond any Agreement termination or full performance: sections 1.4, 2.4, 2.6, 3.1, 3.2, 3.9, 3.12, 3.14, 3.16, 3.17, 3.19, and 3.24.

### **4.0 INSURANCE. (RESERVED)**

### **5.0 AGENCY INFORMATION ASSETS.**

- a. If Services performed or Goods delivered under this Agreement require County to have access to or use of any Agency computer system or other Agency Information Asset for which Agency imposes security requirements, County shall comply and require subcontractors to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential

information created by Agency, gathered for Agency, or stored by Agency for external parties.

- b. All requirements imposed on County under this section 5 shall also apply to its officers, employees, agents and subcontractors that have access to any Agency information computer system or other Agency Information Asset, and County shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any Agency computer system or other Agency Information Asset. County shall:
- i. Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency within fourteen (14) calendar days of the date such information changes for any reason;
  - ii. Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. County's security measures must be documented in writing and be available for review by Agency upon request. Agency's review of the reasonableness of security measures, as well as County's compliance with Agency's assigned access control or security requirements, will take into account County's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by County, its officers, employees, agents or subcontractors.
  - iii. Prevent any unauthorized access to or disclosure of Agency's information systems and Information Assets.
  - iv. Take necessary actions to comply with Agency's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by Agency.
  - v. Keep any Agency assigned access control requirements such as identification of authorized user(s) and access control information in a secure location until access is terminated; monitor and securely maintain access by County and its agents or subcontractors in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about County's use or application of Agency access controlled computer systems or Information Assets.

- vi. Report to Agency any privacy or security incidents by County, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to Agency Information Assets. County shall report in the following manner:
  1. Report to Agency in writing within five (5) business days of the date on which County becomes aware of such incident; and
  2. Provide Agency the results of the incident assessment findings and resolution strategies.

County shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

- c. If Agency determines that County's security measures or actions required under section 5.a are inadequate to address the security requirements of Agency, Agency will notify County. Agency and County may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Agreement.
- d. Agency may request additional information from County related to security measures, and may change, suspend or terminate access to or use of an Agency computer system or Information Assets by County, its officers, employees, agents or subcontractors.
- e. Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by County, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of Agency. Agency may also pursue any other legal remedies provided under the law.

## 6. SIGNATURES

**YAMHILL COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of Yamhill County.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: Mary P. Stern Date: 3/20/14

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Mary P. Stern

John Paul Jones  
Manager, Budgets and Contracts  
Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Title: Chair, Board of Commissioners

Mailing Address: 535 NE 5th St

McMinnville, OR 97128

Approved as to Legal Sufficiency by the Attorney General's Office:

Facsimile: 503-434-7553

By: N/A  
Assistant Attorney General

Approved As To Form  
by [Signature]  
Christian Bohnisch  
County Counsel  
Yamhill County

Reviewed by OYA Contracts Specialist:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Agreement Administrator (Type or Print): **Kris Scrobeck**  
Address: 530 Center St NE, Suite 200, Salem, Oregon 97301  
Contact Telephone Number: (503) 373-7284  
Fax Number: (503) 378-5882  
E-Mail Address: kris.scrobeck@oya.state.or.us

Should a change in the Agency's Agreement Administrator become necessary, Agency will notify County of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

Accepted by Yamhill County<sup>MHT</sup>  
Board of Commissioners on  
3/20/14 by Board Order  
# 14-159

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of Yamhill County.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: Mary P. Stern Date: 3/20/14

By: J. P. Jones Date: 3/25/14

Name: Mary P. Stern

John Paul Jones  
Manager, Budgets and Contracts  
Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Title: Chair, Board of Commissioners

Mailing Address: 535 NE 5th St

McMinnville, OR 97128

Approved as to Legal Sufficiency by the Attorney General's Office:

Facsimile: 503-434-7553

By: N/A  
Assistant Attorney General

Approved As To Form  
by: [Signature]  
Christian Boenisch  
County Counsel  
Yamhill County

Reviewed by OYA Contracts Specialist:  
By: Margaret Taylor Date: 3/25/14

Agency Agreement Administrator (Type or Print): **Kris Scrabeck**  
Address: 530 Center St NE, Suite 200, Salem, Oregon 97301  
Contact Telephone Number: (503) 373-7284  
Fax Number: (503) 378-5882  
E-Mail Address: kris.scrabeck@oya.state.or.us

Should a change in the Agency's Agreement Administrator become necessary, Agency will notify County of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.



## OREGON YOUTH AUTHORITY

### EXHIBIT A: Enhanced Parole Diversion –STAIRS

<b>A. GENERAL DESCRIPTION OF PROGRAM:</b>			
<p>County shall provide residential Short Term Stabilization and Intervention Services for youth offenders on parole. This Program is not designed to be used as a temporary placement while youth wait for a bed to become available in a residential or other placement program.</p> <p>The County shall keep youth on parole separate from the youth on probation.</p>			
<b>B. PROGRAM CATEGORY:</b>			
Enhanced Residential			
<b>C. POPULATION TO BE SERVED:</b>			
The County is offering these services to transition the existing youth offenders into other placements.			
<b>D. MINIMUM DIRECT CARE STAFFING LEVELS: (Based upon a 14 bed facility)</b>			
	7 a.m.- 3 p.m.	3 p.m.-11 p.m.	11 p.m.- 7 a.m.
Weekdays	2 staff Ratio (1:7)	5 staff Ratio (1:2.8)	1.5 staff Ratio (1:9.3)
Weekends	3 staff Ratio (1:4.7)	5 staff Ratio (1:2.8)	1.5 staff Ratio (1:9.3)
<b>E. MINIMUM WEEKLY SERVICE LEVEL REQUIREMENTS</b>			
<p>The County shall offer 13 hours of counseling and skill building per week specific to needs identified on service plan to include:</p> <ul style="list-style-type: none"> <li>• 2 hours of either individual counseling or skill building, one hour of which shall be completed by a Social Service Staff;</li> <li>• 10-11 hours of individual or group counseling, skill building or consultation; and</li> <li>• 1 hour family counseling or parent training, where appropriate.</li> </ul>			
<b>H. SPECIAL PROGRAM REQUIREMENTS:</b>			
NONE			

## OREGON YOUTH AUTHORITY

### EXHIBIT B: Enhanced Probation Diversion -STAIRS

**A. GENERAL DESCRIPTION OF PROGRAM:**

County shall provide residential Short Term Stabilization and Intervention Services for youth offenders on probation. This Program is not designed to be used as a temporary placement while youth wait for a bed to become available in a residential or other placement program.

The County shall keep youth on probation separate from the youth on parole.

**B. PROGRAM CATEGORY:**

Enhanced Residential

**C. POPULATION TO BE SERVED:**

The County is offering these services to transition the existing youth offenders in its care into other placements.

**D. MINIMUM DIRECT CARE STAFFING LEVELS: (Based upon a 14 bed facility)**

	7 a.m.- 3 p.m.	3 p.m.-11 p.m.	11 p.m.- 7 a.m.
Weekdays	2 staff Ratio (1:7)	5 staff Ratio (1:2.8)	1.5 staff Ratio (1:9.3)
Weekends	3 staff Ratio (1:4.7)	5 staff Ratio (1:2.8)	1.5 staff Ratio (1:9.3)

**E. MINIMUM WEEKLY SERVICE LEVEL REQUIREMENTS**

The County shall offer 13 hours of counseling and skill building per week specific to needs identified on service plan to include:

- 2 hours of either individual counseling or skill building, one hour of which shall be completed by a Social Service Staff;
- 10-11 hours of individual or group counseling, skill building or consultation; and
- 1 hour family counseling or parent training, where appropriate.

**F. SPECIAL PROGRAM REQUIREMENTS:**

NONE



# Oregon

John A. Kitzhaber, MD. Governor

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**Oregon Youth Authority**  
Budget and Contracts Office  
530 Center Street NE, Suite 200  
Salem, OR 97301-3765  
Voice: 503-373-7371  
Fax: 503-373-7921  
www.oregon.gov/OYA



## Document Return Statement

February 13, 2014

**Re:** Document # 12836, hereafter referred to as "Contract."

Please complete the following statement and return it along with the following documents:

- Completed contract signature page(s) only
- 12638 Mutual Termination

**Important:** If you have any questions or concerns with the above referenced Contract, please contact Senior Contract Specialist, Margaret H. Taylor at (503) 373-7351.

I received a copy of the above referenced Contract, consisting of 42 pages between the State of Oregon, acting by and through its Oregon Youth Authority and Yamhill County by email from Margaret H. Taylor on February 13, 2014.

On 3/20/14, I signed the printed form of the electronically transmitted Contract without change.

*Mary P. Stein* 3/20/14  
(Authorizing Signature) (Date)

Chair, Board of Commissioners  
Title



**STATE OF OREGON  
CONTRACT FOR THE  
PURCHASE OF SERVICES  
(Behavior Rehabilitation Services)**

**Terminating Contract:** #12638 Yamhill County (BRS Enh Res STAIRS )  
**New Contract:** #12836 Yamhill County (Enh Res STAIRS)

**Termination by Mutual Agreement**

This is a formal termination of Terminating Contract, as amended by and between the Contractor and the State of Oregon acting by and through its Oregon Youth Authority effective as of 11:59 PM as of December 31, 2013.

Effective January 1, 2014, all services shall be provided and paid for in accordance with the terms and conditions under the Contract #12836 upon the complete execution and approval of that contract.

**CONTRACTOR:** Yamhill County

Authorized Signature: Mary P. Stern

By (print name): Mary P. Stern

Title: Chair, Board of Commissioners

Date: 3/20/14

**SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.**  
State of Oregon acting by and through it Oregon Youth Authority

Authorized Signature: \_\_\_\_\_

By (print name): John Paul Jones

Title: Manager of Budget and Contracts

Date: \_\_\_\_\_

OYA Contracts Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

