

AGREEMENT FOR SEX OFFENDER TREATMENT SERVICES
(Yamhill County Community Justice and Brownwood Community Services)

THIS AGREEMENT (“Agreement”) is made effective the last date set forth adjacent to the signatures of the parties below between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Community Justice (referred to as “County” in this Agreement) and Ben Brown, an individual operating under the assumed business name Brownwood Community Services, located at 421 NE Third St., McMinnville, OR 97128 (referred to as Contractor in this Agreement) for sex offender treatment services.

- A. County, through its Department of Community Justice, provides supervision and treatment services to its clients, including but not limited to sex offender treatment services. In order for County to provide adequate services for its clients, it is occasionally necessary for County to contract with a qualified provider with training and experience in providing sex offender treatment services.
- B. Contractor is qualified to perform the duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010 (3). NOW THEREFORE

AGREEMENT

In consideration of the mutual covenants contained below, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor hereby agree as follows:

Section 1. Effective Date. The initial term of this Agreement is from September 1, 2015 through August 30, 2016. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 7 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

Section 2. Scope of Services. Contractor agrees to perform the following services (the “Services”) as included in the Statement of Work, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement.

Section 3. Regulations and Duties. County and Contractor agree to comply with the rules and regulations of County, applicable state and federal regulations and all provisions of federal and state law relating to Contractor’s performance of Services under this Agreement, including but not limited to the Yamhill County Sex Offender Treatment Provider Protocol which is attached as Exhibit C of this Agreement.

Section 4. Reporting. Contractor agrees to prepare and furnish reports and data required by County or the Yamhill County Sex Offender Treatment Protocol. Contractor agrees to and does hereby grant County the rights to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under the Agreement.

Section 5. County Monitoring. Contractor agrees that the following shall be open for inspection by County or its agents, at any reasonable time during business hours: a) Services provided under this Agreement by Contractor; b) facilities used in conjunction with such Services; c) client records; d) Contractor's policies, procedures and performance data; e) financial records and other similar documents and records of Contractor that pertain, or may pertain, to Services under this Agreement. Contractor agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist.

Section 6. Payment. As compensation for performing the Services, effective September 1, 2015 through August 30, 2016, Contractor shall receive an approximate monthly payment of \$2,000. The maximum amount payable for performance of Services under this Agreement for the period of September 1, 2015 through August 30, 2016 is \$24,000. Payment shall be made monthly following submission of invoices by Contractor and review and approval by County.

Section 7. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination

C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

D. The County reserves the right to immediately terminate this Agreement should provider no longer be a County Approved Sex Offender Treatment Provider.

Section 8. Independent Contractor. Contractor is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as required by law.

C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chp. 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 9. Delegation and Reports. Contractor shall not delegate the responsibility for providing Services under this Agreement to any other individual or agency without the written approval of County and shall provide County with periodic reports at the frequency and with the information prescribed to be reported by County.

Section 10. Requirements Imposed by Law. The Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530, as applicable. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

Section 11. Indemnification. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Contractor in the performance of Services under this Agreement and further agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by Contractor pursuant to this Agreement.

Section 12. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The Commercial General Liability and Commercial Automobile Liability shall (i) name the State of Oregon and the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

Section 13. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit A, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

Section 14. Settlement of Disputes. Differences between Contractor and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

Section 15. Financial Audit. If a financial audit of Contractor concerning this Agreement is conducted by a certified public accountant, Contractor shall furnish County a copy of the audit within ninety (90) days following the termination of the Agreement.

Section 16. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 17. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 18. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 19. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 20. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 21. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 22. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 23. Entire Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

Section 24. Business Associate Clause - HIPAA restrictions. Contractor acknowledges that County is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191. County and Contractor hereby agree to the respective obligations in the attached Exhibit A, "Business Associate Agreement".

Section 25. Notice. Any notice required or permitted under this Agreement shall be given when actually delivered or forty-eight hours after deposited in the United States mail as certified mail addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing.

County: Department of Community Justice
Attn: Ted Smietana
615 NE 6th Street
McMinnville, Oregon 97128

Contractor: Brownwood Community Services
Attn: Ben Brown
421 NE 3rd St.
McMinnville, OR 97128

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth adjacent to their signatures below.

YAMHILL COUNTY, OREGON

By: See next page
Ben Brown
Date: _____

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 9-16-15

Tax ID #/SSN# _____

Ted Smetana
TED SMETANA, Director
Department of Community Justice
Date: 9-23-15

FORM APPROVED BY: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
9.10.15 by Board Order
15-373

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth adjacent to their signatures below.

YAMHILL COUNTY, OREGON

By: _____

Ben Brown

Date: 09-24-15

ALLEN SPRINGER, Chair
Board of Commissioners

Date: 9-16-15

Tax ID #/SSN# _____

FORM APPROVED BY: _____

CHRISTIAN BOENISCH
County Counsel

TED SMETANA, Director
Department of Community Justice

Date: 9-27-15

Accepted by Yamhill County
Board of Commissioners on
9-10-15 by Board Order
15-373

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

RECITALS

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information (“EPHI”) in the performance of its obligations under the Agreement; and

B. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”). CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and

C. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this Amendment. Capitalized terms used, but not otherwise defined in this Amendment, shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this Amendment, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement as amended by this Amendment, as permitted by the Privacy Rule, the Security Rule or as required by Law.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement, as amended by this Amendment.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this Amendment.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this Amendment, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this Amendment, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this Amendment, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this Amendment, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this Amendment, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Payment and Health Care Operations under the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Amendment, except to the extent preempted by the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Amendment, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this Amendment, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Amendment. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This Amendment shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Amendment shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Amendment is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this Amendment, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this Amendment if the party in breach does not cure the breach of the terms of this Amendment or end the violation within the time specified;

(2) Immediately terminate the Agreement and this Amendment if the party in breach has breached a material term of this Amendment and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this Amendment are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this Amendment, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this Amendment to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this Amendment to a section in the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this Amendment or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this Amendment from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect

to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) Interpretation; Order of Precedence. Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supercede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) Successors and Assigns. The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

COUNTY:

By: Allen Springer

Title: Chair, Board of Commissioners

Date: 9-16-15

CONTRACTOR:

By: See next page

Title: _____

Date: _____

to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(e), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) Interpretation; Order of Precedence. Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supercede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) Successors and Assigns. The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

COUNTY:

By: Allen Springer

Title: Chair, Board of Commissioners

Date: 9-16-15

CONTRACTOR:

By: [Signature]

Title: tx presiden LOSU

Date: 09-24-15

Exhibit B

Statement of Work

REFERRAL

Parole and Probation Officers (PPO's) will make referrals based upon offender need, geography, and other case variables. Most often, offenders will be asked to contact Contractor (referred to herein as "BCS") and schedule the intake appointment. At the same time, the supervising PPO will put together a referral packet, including police reports, Presentence Investigations (PSIs), pertinent collateral information, and any previous psychological and psychosexual reports. Upon receipt of the information BCS will review it. If there are any concerns, BCS will contact the referring PPO for clarification. In addition, approximately 60-90 days after the referral, PPO will provide copies of the Stable/Acute and Static 99 assessment information; the mechanism for this information sharing will be developed by PPO and BCS staff (i.e. fax, paper copy, or scan and email).

ASSESSMENT

BCS will perform a clinical evaluation and produce a treatment plan for each client. The assessment may be largely based upon previous assessments, but needs to address criminogenic need areas, risk level, and responsivity issues. Yamhill County Department of Community Justice (YCDCJ) also recommends that BCS research motivational screenings such as the University of Rhode Island Change Assessment (URICA). BCS will provide a copy of the evaluation and treatment plan to YCDCJ within 10 business days of the intake appointment.

TREATMENT

While treatment plans will be determined individually, YCDCJ hopes that BCS will structure groups based upon risk level. Additionally, frequency, duration, and dosage should be adjusted depending on severity of the SO behaviors and propensity for re-offense.

POLYGRAPH

Polygraph is a central component of the BCS treatment program. All polygraphs will be sub-contracted. BCS will maintain this schedule and make recommendations as to frequency and whether it is a maintenance, specific issue, and/or sexual history disclosure polygraph.

FEES

BCS will collect all fees directly from the SO clients. Exceptions may be made by YCDCJ prior to BCS beginning treatment in circumstances YCDCJ deems appropriate and YCDCJ decides, in advance, to subsidize treatment services. When invoiced, DV services or polygraphs will be clearly identified as such. BCS will submit its invoice monthly. Monthly charges should not exceed \$2,000 per month, although some monthly fluctuation is appropriate as long as the charges do not exceed \$24,000 in the Agreement period.

EBP & CPC

The Department of Corrections (DOC) expects that all contracted service providers utilize Evidence Based Programming (EBP). The standard assessment for this practice involves

administering the Correctional Program Checklist (CPC) which audits the program and makes recommendations about ways to increase effectiveness in reducing recidivism among criminal offenders. YCDCJ expects BCS will cooperate with the CPC and make quality improvements as a result. YCDCJ will also follow recommendations for improving services that are directly related to community corrections agency function.

INFORMATION SHARING

Once the appropriate Release of Information (ROI) is signed it is expected that all relevant case information will be shared between YCDCJ and BCS. Information will be shared via face to face meetings, phone, email, fax, and mail with an emphasis on swift response to potential community safety issues. At minimum, there will be a joint staffing in which all mutual clients are reviewed. In addition, YCDCJ expects BCS to send a quarterly report adopted by the Sex Offender Supervision Network (SOSN) once completed.

OUTCOMES

In addition to the monthly billing statements for subsidy clients, BCS will be responsible for providing YCDCJ an annual report summarizing enrollment, completions, and terminations. In addition, YCDCJ would like these clients to have SID numbers clearly identified. It is possible that additional research could be conducted on these individuals by DOC if both agencies determine this is useful.

Exhibit C
Sex Offender Treatment Provider Protocol (STP)

I. Purpose

The Yamhill County STP Multidisciplinary panel is a group of professionals from various disciplines who are familiar with issues related to sex offenders. Members are appointed by the District Attorney. This panel has developed criterion for providing sex offender management in our community. The STP works together toward a common goal of community safety, offender accountability, victim reparation and offender management.

The panel determines who is approved to provide sex offender treatment and evaluations in Yamhill County for adult and juvenile offenders. Additionally, it sets minimum requirements to be an approved polygraph examiner for this offender population. The panel relies upon House Bill 3233 for guidelines for requirements and agency standards.

This panel's mission is to create a team approach that includes treatment providers, polygraphers, parole and probation officers, victim therapists and advocates, child protective services, law enforcement detectives, juvenile department staff and the District Attorney's Office. The STP shares common goals of community safety, rehabilitation, and accountability of offenders. In order to achieve these common goals, communication between all team members shall be free-flowing.

II. Process

This document outlines the standards and expectations necessary to become an approved sex offender treatment provider or evaluator. The providers who submitted materials to document their qualifications have participated in a screening interview before the panel. Failure to adhere to these guidelines may result in a suspension or outright removal from Yamhill County's approved provider list. This document also outlines requirements for polygraphers in working with adult and juvenile sex offenders in Yamhill County and delineates how the entire team must work together to promote community safety.

The District Attorney's Office will only rely on evaluations, and YCDCJ and its Juvenile Division will only refer sex offenders to treatment programs that are approved under this process.* Providers who receive county funding should participate in the Correctional Program Checklist (CPC) and receive at least a Satisfactory rating, or demonstrate the steps they are taking towards achieving a Satisfactory rating. For new providers or for providers new to the CPC process,

*Occasionally, cases will be transferred to Yamhill County from another state or county supervising authority where the client has been in or continues to be in treatment with a provider not previously approved by the Yamhill County. Those providers will be exempted from this protocol. YCDCJ will work with the provider to increase scores as long as providers demonstrate steps taken toward achieving a Satisfactory rating. This document is recommended for professional use and is not designed to be a handout for clients. It is preferred that professionals use the information contained in this guide to assist with referring a client for an evaluation or treatment and that clients may be given the name or phone number of a provider to set up an appointment.

Copies of this guide are available by contacting the Yamhill County District Attorney's Office, 535 E Fifth Street, McMinnville, OR 97128, phone (503) 434-7539. You may also acquire a list of approved treatment providers from the YCDCJ or its Juvenile Division.

III. Initial Application

The providers included in this guide have been approved by the District Attorney's Office to provide sex offender evaluation and/or treatment services. These providers have been screened by the Yamhill

County Sex Offender Provider Approval Team, a multidisciplinary group appointed by the District Attorney. The providers and their programs meet the qualifications outlined below and will be reviewed periodically for updates to this guide. The application packet ensures all potential treatment providers submit the same information allowing consistent evaluation of qualifications. The following steps will be followed:

1. Sex Offender Treatment Provider submits the application packet to the chair of the Yamhill County Sex Offender Provider Approval Team.
2. The application is reviewed to determine if all needed items have been submitted. If items are missing a letter is sent to the treatment provider requesting the missing items and a note is made on the Treatment Provider Checklist documenting the date it was requested.
3. The Chair or designee reviews the application packet using the Treatment Provider Checklist and Treatment Provider Worksheet to determine if the provider meets the minimum qualifications. As part of the review the provider will be run in the Law Enforcement Data System (LEDS) and the Oregon Judicial Information Network (OJIN).
4. Providers that meet the minimum qualifications will be deemed approved sex offender treatment providers. This will be documented on the Treatment Provider Checklist and will be made part of the treatment provider's file.
5. Written notification will be sent to the treatment provider stating they have been approved. The notification will include a renewal date. The letter will be placed in the treatment provider's file.
6. Approved status is granted for a two-year period.
7. Applications for Sex Offender Evaluators who do not provide treatment services will be considered for protocol approval. In such cases, evaluators will not be required to be certified by the Oregon Sex Offender Treatment Board but should also include, along with the protocol application, an evaluation report as an example of work. Protocol standards for evaluation content must meet "Practice Standards and Guidelines" listed by the Association of the Treatment of Sexual Abusers (ATSA)

IV. Denied Applications for Sex Offender Treatment Providers

The Treatment Provider Checklist and Treatment Provider Worksheet will be used to document reasons for the denial.

1. Automatic reasons for denial include:
 - a. Any criminal conviction for a crime other than a traffic offense within the last 15 years.
 - b. Any conviction for a crime involving sexual misconduct.
 - c. Any license, certificate or registration revocation or suspension within the last 5 years.
 - d. Submitting false information in the application packet.
 - e. Lack of a Masters, Doctoral or Medical Degree.
 - f. Not certified as a Sex Offender Treatment Provider by the State of Oregon.
2. Potential Reasons for denial include, but are not limited to:

- a. Not adhering to ATSA's (Association of Treatment of Sexual Abusers) "Practice Standards and Guidelines."
 - b. License, certificate or registration restriction within the last 5 years.
 - c. Less than 15 hours of annual continuing education directly related to sexual abuse.
 - d. A medical condition that impairs or limits provider's practice.
 - e. Chemical substance use/abuse that impairs or limits provider's practice.
 - f. A diagnosis or treatment for pedophilia, exhibitionism, voyeurism, sexual assault or domestic violence.
 - g. Inaccurate or incomplete information in the application packet.
 - h. Incomplete application.
 - i. Other factors. If other factors are used they must be documented specifically on the Treatment Provider Worksheet.
3. Resolution
- a. Applications that contain issues that could potentially cause them to be denied shall be reviewed by at least one other member of the Yamhill County Sex Offender Provider Approval Team to determine a final outcome.
 - b. The applicant may be contacted as part of this process to obtain additional information. All contacts with the applicant for approval purposes shall be documented on the Treatment Provider Checklist.
 - c. The applicant may be asked to provide additional information if needed.
4. Notification of Denied Application.
- a. The applicant will be sent written notification of denial stating the reasons that led to this decision.
 - b. Notification will include instructions for appealing denial if applicable. If not applicable the provider will be told in the written notification under what circumstances he/she may re-apply for approval status.

V. Appeals

An appeal process establishes a means by which denied applications can be reconsidered. This type of process also allows applicants a forum to have their concerns heard.

- 1. Applicants denied approved treatment provider status based upon "Automatic Reasons for Denial" (Section IV.1) will not be eligible to file an appeal. However, providers may submit another application package once the condition(s) or issue(s) leading to their denial is resolved.
- 2. Applicants denied treatment provider status for reasons listed under "Potential Reasons for Denial" (Section IV.2) will have the opportunity to participate in the appeals process and request a formal reconsideration of their application.
- 3. Applicants excluded from Clinical/Associate Sex Offender Therapist certification (Section IX.) will have the opportunity to participate in the appeals process and request a formal reconsideration of their application.
- 4. Applicants eligible to file an appeal should submit a request for a reconsideration of their application in writing directly to the chair of the Yamhill County Sex Offender Provider Approval Team.

5. Requests for appeal should clearly state the basis for the reconsideration and should provide any new or additional documentation that they would like considered.

VI. Appeal Review

1. Appeals will not be reviewed by the same staff member(s) that reviewed the denied application.
2. A panel with a minimum of three staff members will review requests for reconsideration.
3. Materials that may be considered during the reconsideration may include, but are not limited to:
 - a. Original application packet including the treatment provider checklist and treatment provider worksheet.
 - b. Written request for appeal by the applicant.
 - c. Additional items that the applicant would like submitted for consideration.
4. The Review Panel will consider the above materials and make a decision within 30 days of receipt of the written request for reconsideration. Reasons for the decision will be documented in writing by each panel member and placed in the treatment provider's file.
5. The applicant will be informed of the panel's decision within 45 days of receipt of the applicant's request for reconsideration.
6. The panel's decision represents the final appeal available to applicants.

VII. Training and Qualifications

i. Certified Clinical Sex Offender Therapist

- Be certified by the Oregon Sex Offender Treatment Board,

ii. Associate Sex Offender Therapist

- Be certified by the Oregon Sex Offender Treatment Board,

iii. Certified Polygrapher

- Licensed as a General Examiner by the Oregon Board of Public Safety Standards and Training; and
- "Certified by Examination" by the American Polygraph Association in the field of post-conviction testing of sex offenders.

VIII. Certification Renewal

- Yamhill County Sex Offender Provider Approval Team expects Approved SO Providers to provide up-to-date certification documentation as it is renewed annually.

IX. Exclusion Criteria for Clinical/Associate Sex Offender Therapist

- Medical condition, which impairs or limits practice.
- Use of chemical substances that impairs practice.
- Diagnosis or treatment for pedophilia, exhibitionism, voyeurism, sexual assault, rape or domestic violence.
- Recent illegal use of controlled substances.
- Convicted, entered a plea of guilty, nolo contendere or a plea of similar effect or had prosecution or sentence deferred or suspended in connection with: a sex offense or any other crime other than minor traffic offenses. The STP allows for consideration of approval for individuals with convictions for possession of controlled substances or illegal drugs if the conviction is 10 years or more in the past.
- Ever found in civil, administrative or criminal proceeding to have: committed any act involving moral turpitude, dishonesty or corruption; violated any state or federal law or rule regulating the practice of health care provision. The STP allows for consideration of approval for individuals who have possessed, used, or prescribed for use or distribution controlled substances as long as it has been 10 years or more since the occurrence.
- Had license, certificate, registration or other privilege to practice health care profession denied, revoked, suspended, or restricted.
- Suffered any civil judgment for incompetence, negligence or malpractice.
- Appeals process is found under section V.

X. Disciplinary Actions

- The Yamhill County Sex Offender Provider Approval Team will hold a meeting to address contested cases or possible infractions against the Yamhill County Approved Sex Offender Treatment Provider Protocol.
- The Yamhill County Sex Offender Provider Approval Team will rely upon the Oregon Health Licensing Agency to guide decisions about violations of the Yamhill County Approved Sex Offender Treatment Provider Protocol.
 - The Yamhill County Sex Offender Provider Approval Team may impose disciplinary sanctions against a certified/associate sex offender therapist for any violation of statutory requirements for the OHLA.

XI. Expectation of Services

Treatment providers are expected to operate as part of a multidisciplinary team. This team consists of victim treatment and service providers, Department of Human Services – Child Welfare workers, and other appropriate professionals. To assist in the team process, providers will inform their clients of the scope and limits of confidentiality. Providers will adhere to a code of ethics consistent with the protection and safety of the community. Community safety takes precedence over any conflicting considerations. The following components should be present in the approved provider services:

- 1. Referrals:** Approved provider will receive a referral packet from the PPO which will include a completed Static 99 risk assessment and other available documents. In juvenile evaluations, the provider will utilize commonly accepted juvenile sex offender risk assessment tools, like the ERASOR, J-SOAP II, MEGA, and JSSORAT, for example.. The PPO is to be notified within five working days after the scheduled client assessment of any of the following conditions: admitted to or denied treatment; placed on or dropped from a waiting list; or failed to appear for an intake interview.
- 2. Release of Information:** Approved provider will obtain a signed release of information

consent form for all clients enrolled in services permitting the approved provider to disclose all information to YCDCJ or its Juvenile Division in juvenile cases. Failure to sign such a release will immediately disqualify clients from services.

- 3. Assessment/Evaluation:** Sex offender evaluations and pre-treatment assessments shall be comprehensive, incorporate pertinent sex offense and criminal history, employ non-self report measures and actuarial risk assessment instruments for the purposes of risk assessment and treatment planning. When possible, assessments will include polygraph examination and arousal assessment. Assessments will identify risk level, amenability to treatment, the recommended course of treatment plan, and any special risk factors or criminogenic needs that require additional attention such as substance abuse, anger management, deviant arousal, intimacy deficits, or victim access. In juvenile cases, a recommendation for a specific level of out-of-home placement may be required. The treatment plan should describe the recommended frequency and intensity of therapy and include a plan for follow-up. Approved providers will ensure that all assessments/evaluations conform to the standards established in ATSA's "Practice Standards and Guidelines." The PPO will forward available information as appropriate. Assessments will incorporate appropriate referral and collateral information and shall not rely on self report. Records and contacts will be clearly identified in the report. Assessors shall make every attempt to secure police reports, DHS records, school records, past mental health records, alcohol and drug treatment records and information from family members, intimate partners, and/or parents prior to or during the process. The victim should not be contacted as part of the evaluation process. Where possible, the provider will incorporate information gained from polygraph examinations or recommend that a polygraph examination be conducted within a reasonable time after the client has entered treatment. The approved provider will provide the evaluation within the time period ordered by the Court or no later than 60 business days of administration to the PPO or the juvenile department.
- 4. Intake/Orientation:** Approved providers will conduct an intake interview and provide a program introduction to each referred client which will include written and oral information about: 1) program rules and policies, 2) expectation of active participation in services, consistent attendance, program components, and cooperation with program rules; 3) criteria for program completion or discharge, including the circumstances in which a client would face immediate discharge; and 4) the fee policy clearly outlining prices for group, individual treatment, special services, and no shows as well as procedure that will be followed if client account is in arrears.
- 5. Treatment Plan/Treatment Goals/Progress Review:** Approved provider will develop an individualized treatment plan which addresses the risk and criminogenic needs of the client which is based on the assessment/evaluation. The plan will specify the activities and process to achieve those objectives, and will be reviewed and updated every 90 days:

The Treatment Plan should, at a minimum, address the following topics:

- a. Assessment and management of deviant sexual arousal.
- b. Emotional/Self-regulation (including anger, stress, depression and anxiety management, and impulse control);
- c. Social relationships and social support (including family and peer group support; social/recreational skills and intimacy/partner skills);
- d. Personal risk factors/re-offense prevention (including level of denial; key risk factors related to situations, contacts with individuals, behaviors and emotional states; offense cycle triggers);
- e. Life skills (including perspective taking/empathy; problem solving; use of leisure time, money management; employment/job training; and living situation);

- f. Special needs (including mental retardation; developmental disabilities; mental illness; physical disability; medical illness; substance abuse/addictions, medications [medical and/or psychotropic];
- g. Special issues (including potential for family reunification needs, special supervision conditions); and
- h. Key areas for PPO or juvenile department monitoring (describe critical areas for monitoring based on the offender assessment and include the need for safety plans). A safety plan is a written agreement between the therapist, PPO, offender and supervisor

Treatment goals will include, but are not limited to:

- a. Managing and controlling sexually deviant behavior;
 - b. Identify and alter distorted attitudes about deviant sexual behavior and criminal behavior;
 - c. Develop internal controls consistent with a healthy and offense-free lifestyle;
 - d. Create and maintain contacts and activities that promote pro-social attitudes and behaviors;
 - e. Develop skills to develop and maintaining healthy, age appropriate intimate relationships;
 - f. Identify and manage personal risk factors and pre-offense behaviors. Develop a relapse prevention plan and “life time rules to live by” that incorporate acceptable guidance and supervision from others;
 - g. Develop consistent employment and residential stability;
 - h. Address “Special Needs” (e.g., MR/DD/MI) in a fashion that promotes treatment success; and
 - i. Develop long term follow-up plan for continued involvement in follow-up after correctional supervision has ended.
6. **Polygraph:** Polygraph examinations are a mandatory requirement of supervision and treatment. Providers will follow these guidelines when administering polygraphs:
- i. Treatment providers shall require offenders to take and pass full-disclosure polygraphs within six months of the initiation of treatment. Adjustments to this time frame may be made after consultation with the parole/probation officer.
 - ii. Maintenance polygraphs shall be administered every six months or as needed to promote community safety and accountability.
 - iii. Disclosure of offenses involving a victim not previously identified will be dealt with on a case-by-case basis. The team will meet with a deputy district attorney and may make a recommendation about prosecution and may assist with victim notification. Providers and therapist SHALL report disclosures to the appropriate law enforcement agency and/or Department of Human Services.
7. **Progress Reports:** Approved providers will submit a Sex Offender Treatment Progress Report to YCDCJ or in juvenile cases to YCDCJ’s Juvenile Division at least once every 90 days per the Yamhill County Child Abuse Protocol. These reports will include a summary of the client’s progress and recommendations for what the client should focus on for the next 90 days.
8. **Client Staffing:** Client staffing will occur on at least a quarterly basis or as needed. Collectively, approved provider and the supervising PPO will respond to polygraph results, re-offense and treatment noncompliance immediately by applying interventions and sanctions appropriate to the behavior.
9. **Treatment Aftercare:** Approved provider will determine criteria for transition to “follow-up or after care.” Any decision to transition clients to follow-up should be influenced by the

client's progress towards identified treatment goals. Under certain circumstances it is recognized that some clients may be unable to achieve treatment goals and will be terminated from treatment as "having reached maximum benefit." Completion of treatment shall be based on attitude and behavior change rather than the termination of supervision. Written documentation that outlines the client's future risk, and life plan (rules to live to avoid re-offending) shall be provided to the offender and any supervising agency upon transition to the final stage of follow-up.

10. Program Termination: Criteria for termination from program services, other than for treatment completion as described above, should be guided by the following factors: failure to engage in services, adhere to program rules or meet financial obligations; unable to attend treatment due to physical limitations (e.g. health/medical condition); treatment is not meeting the client's needs and could be better served with another treatment provider; and/or client has attained maximum benefit from services and further treatment efforts and future benefit will relatively decrease at a certain point. The approved provider will immediately notify the supervising officer when a client is terminated from treatment.

11. Case File: Approved provider will develop and maintain a case file for each client enrolled in treatment. The case file will indicate clear documented movement toward treatment plan objectives, accomplished objectives, or documented reasons why objectives have not been addressed or accomplished. Approved provider will document client's attendance, participation and compliance with the group or program rules.

At a minimum, the files will contain the following documentation:

- a. Assessment/Evaluation
- b. Treatment plan
- c. Case Notes
- d. Sex Offender Treatment Progress Reports
- e. Release of Information Consent Forms
- f. Discharge Summary
- g. Re-offense Prevention Plan and
- h. Client Intake and Exit Forms.

12. Individual Sessions: The need for individual treatment will be determined by the approved provider as necessary for clients who have treatment needs that require separate discussion apart from the group. This might include clients who are in crisis, clients who have difficulty with comprehension, memory or who are otherwise falling behind the other participants.

13. Group Sessions: Approved provider will provide regularly scheduled group sessions that are designed to address the treatment plan topics and goals. It is recommended that placement in groups be based on individualized assessment, gender, criminal typology and risk, with Group size being no larger than 12 members per group. Separate groups should be considered for statutory rapists, lower risk/need sex offenders, higher risk/need sex offenders and psychopathic sex offenders. Based on assessment, sex offenders with mental illness or developmental disabilities may require a separate group. Severe mentally ill, severe developmentally delayed and mentally retarded offenders should be treated in their own specialized groups. Self-help or offender-led groups shall not substitute for treatment with an approved provider.

14. Outside Referrals: Approved provider will inform the client's supervising PPO or the juvenile department of any outside services needed by the client and follow these guidelines:

- i. Appropriate referrals shall be made when the therapist is not qualified or is otherwise unable to offer services to a client.

- ii. Providers shall consult with PPO or the juvenile department prior to another making a referral.
 - iii. Prior to withdrawal of treatment services or termination from a treatment program, the provider shall notify the supervising parole/probation officer.
 - iv. A change in the offender's treatment provider shall be reviewed by a multidisciplinary team that includes the current provider upon the request of the supervising parole/probation officer. If needed, a final decision shall be made by the Corrections Division or the Court.
15. **Violation Notification:** Approved provider will notify client's PPO or the juvenile department of problems that could, if continued, lead to client's termination. The approved provider will promptly notify the supervising PPO of parole/probation violations or other criminal behavior, client program failure, or major rule violations. This will occur no later than the next day and preferably the same day as the occurrence. If a crisis situation should occur (this could include imminence of a future sexual assault or act of violence), immediately contact the supervising PPO, PPO's Supervisor, or officer of the day. In case of after-hours emergency incidents, call YCOM and request that the PPO, the Supervisor, or in juvenile cases the juvenile department staff telephone the approved provider.
16. **No Show Notification:** The Approved Provider will promptly notify the PPO or in juvenile cases the juvenile department staff of the client's failure to keep scheduled group or individual treatment appointments.
17. **Re-offense Prevention Plan:** Within 30 days of the anticipated completion of treatment, a life time re-offense, aftercare prevention plan will be developed for each client in collaboration, when possible, with the referring PPO or in juvenile cases the juvenile department staff and relevant others. The offender shall be required to submit an safety/aftercare plan, For example "rules to live by" regarding contact with minors, places where minors congregate, reside, family, intimate relationships, etc. The plan will include referrals to services based on the client's risk and needs. To ensure continuity and to help the agencies that clients are referred, the re-offense prevention plan shall identify the client's treatment goals following discharge from treatment.
18. **Discharge Summary/Prevention Plan:** At discharge from services, approved provider will complete a discharge summary that includes a clear explanation of the reason for program termination that reflects the client's progress towards treatment goals/completion and recommendations for further services or other activities. The discharge plan shall reflect and/or summarize the prevention plan. Approved provider will send the discharge summary to the referring PPO staff member within 10 days of client discharge.
19. **Ethics:** Approved provider shall adhere to the Code of Ethics and Professional Standards published by the Association for the Treatment of Sexual Abusers (ATSA). Any allegations of unethical practices will be reported to the Yamhill County Sex Offender Provider Approval Team chair and may also be reported to the appropriate licensing board specific to the practitioner in question.
20. **Victim Inclusion:** Providers shall actively participate with parole and probation officers, child protective workers, and victim treatment and service providers in case management and decision-making which affects the victim and their families. The following guidelines are suggested:

- i. Reunification and clarification cases shall be staffed by a multidisciplinary team, including the offender's treatment provider, the parole/probation officer, a child protective services worker, the victim's treatment provider, a victim advocate and/or CASA, and other appropriate persons. The victims' wishes regarding contact shall be considered in the team's decision.
- ii. A copy of the probation violation report shall be submitted to the Victim Services Program (thru the Yamhill County District Attorney's office) for outreach to the victim and/or guardian.

XII. Continued Placement on the Approved Provider List

Treatment providers wishing to remain on the approved treatment provider list, must submit documentation annually, demonstrating their continued certification under the Oregon Sex Offender Treatment Board, a division of the Oregon Health Licensing Agency. Documentation can include copies of certification paperwork or a signed affidavit by the treatment provider verifying continuing education and certification renewal. In addition, treatment providers must report any practice that is in significant conflict with the standards and submit to a current background check.