



Agreement Number 154323

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 1 to Agreement Number 154323 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Yamhill County
Acting by and through its Health and Human Services
Attn: Silas Halloran-Steiner
627 NE Evans Street
McMinnville, OR 97128
Telephone: 503-434-7523
E-mail address: halloras@co.yamhill.or.us**

hereinafter referred to as “County.”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 1. **Section 1, Effective Date and Duration**, is hereby amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2018~~ **June 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. **Section 3, Consideration, subsection a. only**, is hereby amended as follows: Deleted language is ~~struck through~~ and new language is underlined and bold.
The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$312,500.00~~ **\$625,000.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
3. **Exhibit A, Statement of Work** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Statement of Work** attached hereto and incorporated herein by this reference.
4. **Exhibit B, Standard Terms and Conditions, Section 25. "Notice"** DHS address only, is amended as follows: Deleted language is ~~struck through~~ and new language is underlined and bold.

DHS: Office of Contracts & Procurement
 ~~250 Winter Street, Room 309~~ **635 Capitol Street NE, Suite 350**
 Salem, OR 97301
 Telephone: 503-945-5818
 Facsimile: 503-378-4324

5. **Exhibit A, Part 2, Payment Provisions, Section 1. a. only**, is hereby amended as follows: Deleted language is ~~struck through~~ and new language is underlined and bold.

As consideration for the services provided by the County during the period specified Section 1. Effective Date and Duration, DHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3. Consideration, as follows:

DHS will pay County at the rate of \$26,041.66 per month for the provision of all Services as described in Exhibit A, Part 1 for the time period July 1st, 2017 through ~~June 30th, 2018~~ **June 30, 2019**.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of

execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;

d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Yamhill County

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR. 97128

Email address: boc@co.yamhill.or.us

Telephone: (503) 434-7501 Facsimile: (503) 434-7553

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/1/18

The remainder of this page intentionally left blank

6. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Yamhill County

By:

[Handwritten Signature]
Authorized Signature

MARY STARRETT
Printed Name

Chair, Yamhill County
Title
BOARD OF COMMISSIONERS

3-29-18
Date

State of Oregon acting by and through its Department of Human Services

By:

Cindy M. Pease
Authorized Signature
Digitally signed by Cindy M. Pease
Date: 2018.04.06 15:38:22 -07'00'

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General via email dated
Department of Justice _____ Date

Accepted by Yamhill County
Board of Commissioners on
3/29/18 by Board Order
18-86

EXHIBIT A

Part 1 Statement of Work

DHS requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

1. Purpose

As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, the Contractor and the Department of Human Services execute this Contract for the provision of Strengthening, Preserving and Reunifying Families Services (SPRF).

2. Background

- a. The Strengthening, Preserving and Reunifying Families Program (the “Program”) was created by the Oregon legislature with the goal of reducing trauma to children who are removed from their families of origin because of reasons of abuse or neglect, and to resolve those issues by means of offering family-focused services starting at the assessment phase of the case and extending into aftercare services when children are returned home.
- b. Services provided will be culturally-competent, evidenced-based or evidence informed, client-centered, and family-focused. Services will be both front-end intervention programs in the home and community to support and maintain in-home placement; and services in the home, community and with the foster parent, child and biological parents to support early reunification programs.
- c. The overall goals of the Program are to safely and equitably reduce the number of children in the foster care system by reducing the length of stay in foster care, maintaining children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of families into the child welfare system, and increasing the timeliness to permanency.

3. Definitions:

- a. “Client” “Clients” or “Client Families” means person who are part of a DHS-defined family-unit and identified on the referral for service as being the authorized recipient of services provided by the County under the terms and conditions of this Agreement.
- b. “Child” or “Children” means children and youth who are part of an open case with DHS Child Welfare in Yamhill County, regardless of whether the child is currently in substitute care or is receiving in-home services. Children ages 18 and older may reside with their parents or caregiver’s in-program while receiving services as long as the Child is authorized by DHS.
- c. “DHS Caseworker” means DHS Child Welfare staff. Although Contractor will

- coordinate aspects of an individual Child’s case management responsibility with one primary DHS Child Welfare Caseworker, there are circumstances when the term “DHS Caseworker” may also include DHS supervisor, managers or technical staff, and can include Child Welfare workers with experience in other Child Welfare Disciplines, such as Child Protective Services, foster care, family based services, residential services, or adoptions, among others.
- d. “Conflict of Interest” means a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest will be unduly influenced by a secondary interest.
 - e. “Transitional Treatment and Recovery Services” or “TTRS” means Yamhill County Sober Housing and Recovery Services, also referred to as the “Program”
 - f. “Office of Child Welfare Programs” or “Child Welfare” is a Program office within DHS whose primary responsibility is the safety and protection of Oregon’s Children. This Agreement is written for the primary benefit of the Child Welfare programs in Yamhill County Oregon. Yamhill County resides in DHS District 3. The chief DHS representative in District 3 is the District Manager, based in Salem.
 - g. “Reporting Period” means a calendar month. Each calendar month is a separate Reporting Period.

4. Overview

Services provided are culturally-appropriate, client-centered, and family-focused. The Yamhill County TTRS Services can be both front-end intervention programs in the home and community to support and maintain in-home placement; or services in the home, community with the foster parent, child and parents or caregivers to support early reunification programs.

The goal of this service is to assist Client Families to become self-sufficient, access services, and provide a safe environment for their family by removing barriers to engaging in services, while opening access to the development of a safe, stable, community based support network Transitional Treatment Recovery Services to assist the family with their goals of safety and stability.

5. Referral Protocols

DHS Child Welfare will identify eligible Client populations through staffing cases to assure appropriate families are referred for the service. DHS will initiate referrals for services to the Contractor based on identified Client or Client Family needs, and upon acceptance the Contractor shall collaborate with the referring Caseworker on the most suitable and beneficial service outcome under this Contract. Referrals shall be accepted during normal business hours, which are 8a.m. – 5p.m. Monday through Friday.

Referrals will be staffed with Contractor and DHS based on clinical presentation, family need and location. These factors, including Yamhill County residential status or natural support(s), may be used to prioritize local referrals, however, a limited number of out of county referrals within district 3 will also be considered. Ultimately, contractor has the right to accept or deny referred clients.

County will further screen for appropriateness in TTRS or intake setting(s) to assure families meet alcohol and drug treatment criteria. Clients will meet guidelines for medically necessary alcohol and drug treatment and must not present an immediate threat to other.

Eligibility:

Clients may be single or married male or female heads-of-household, and will include their traditional or non-traditional families.

Clients will be involved with the Child Welfare system in and have identifiable and documented barriers to Child safety. Clients referred for services can include Parents and their Children, Parents working to be reunified with their Children who are placed in substitute care and Children who may not be biological siblings to other Children in the household, and other combinations of Families and family-units defined by DHS.

- a. Client populations enrolled in any of the County’s programs. County may provide services to a variety of populations in any given treatment setting. Any and all information pertaining to dependency case and medical diagnoses and psychosocial history will be provided at the time of the referral.
- b. Routine weekly case staffing will be facilitated between DHS Child Welfare and County to identify newly eligible referrals and to review existing Client progress, including transition planning to support Families in a long-term sustainable plan.
- c. Services are expected to last from 3 to 12 months for all referrals with the average being approximately 6 to 9months. In cases where additional time is necessary, Contractor shall obtain prior approval from the DHS assigned Caseworker.
- d. Contractor will provide services to an average of 12 families per month.

6. Performance Work Statement

ORS 418.580 (2)(c) allows for contracts entered into for Program Services to be performance-based. This Contract is entered into by the parties to this Contract with the understanding that this is a performance-based contract and as part of administration of

the Contract, DHS will be monitoring the outcome data and working with the Contractor to assist in achieving specific performance standards as defined in Section 8.

All Services under this Contract as provided by the Contractor will be directly related to meeting the outcome measures as defined in Section 8. Service array is as follows:

- a. Provide supervised transitional housing services to Clients and Client Families, as follows:
 1. County shall provide TTRS through short-term alcohol-free and illicit drug-free transitional housing to Clients in Yamhill County, and provide support and guidance to Client-Families in transition to a self-sufficient lifestyle. The transitional housing will provide a safe, structured, and supervised environment for Clients to learn life skills and develop on-going independent living skills.
 2. Clients may be single or married male or female heads-of-household, and will include their traditional or non-traditional families.
Clients under this Agreement will be involved with the Child Welfare system in and have identifiable and documented barriers to Child safety. Clients referred for services can include Parents and their Children, Parents working to be reunified with their Children who are placed in substitute care and Children who may not be biological siblings to other Children in the household, and other combinations of Families and family-units defined by DHS.
 3. County shall provide DHS with capacity for up to 12 Client-Families monthly, which includes at least one recovery home for men parenting their Children, an additional recovery home for women parenting their Children, for Children ages 0-8 years old, unless otherwise screened and agreed upon between County and Child Welfare on a case by case basis, experiencing housing and stability crisis as approved through the screening process, for approximately 3 to 12 months.
 4. County shall provide DHS one two-bedroom intake/stabilization house that will serve Families of all ages short term while screenings and referrals are being processed, for approximately 0 to 30 days.
 5. All rent or lease payments, insurance costs, repair, maintenance and upkeep costs, utilities, including electricity, water, garbage, sewer charges, natural gas (if warranted), and minimum basic cable television service, and all other costs of providing the home or facility for transitional housing services shall be the responsibility of the County. County shall not charge or assess any costs to any Client-family without the specific written approval of the DHS Contract Administrator.
 6. In addition to other requirements or conditions required or mandated by this Agreement, or any state, federal or local rule or law, the home or facility provided by the County for short-term transitional housing shall be fully habitable.

7. Space for each Client-family will include, at a minimum, a private bedroom for the specific and exclusive use by the Client-family, and free and open access to bathroom and kitchen facilities, and the family and common areas within the house or facility.
 8. The house or facility provided by the County shall be fully furnished and equipped and ready for immediate occupancy, stocked with supplies ongoing by the County, including, but not limited to: bathrooms are fully stocked with towels and toilet paper; bedrooms will be appropriately furnished and have adequate bedding and pillows; kitchen will be furnished with equipment to properly prepare food and snacks, the plates, glasses and utensils needed to eat, and products for cleaning after meals; the family room and common areas will be comfortably and adequately furnished; and a vacuum and general cleaning products will be provided for general cleaning of the home itself.
 9. Space will be furnished in the home or facility for DHS staff and other service providers to meet with Clients within the facility.
- b. Provide the services of a Lead Housing Coordinator, available to be on-site as needed seven days a week within the home, who represents DHS and the County in daily administration of the transitional living home or facility. The Lead Housing Coordinator shall:
1. Be available seven days a week and represent DHS and the County in providing supervision of the Clients and the facility itself;
 2. As part of an intake process when Client first arrives at the home or facility, provide an orientation on the house rules and program expectations. Client and Client family shall attend the orientation together at one time;
 3. Monitor the safety of Clients and monitor compliance with facility rules and assist Clients in resolving problems within the facility;
 4. Provide consultation to the Certified Recovery Mentor(s) with any challenges or behavior issues that have occurred in the home;
 5. Oversee any complaints or grievances submitted by Clients residing in the home or facility; create behavioral-mitigation agreements between Clients and others, and report to the DHS Caseworker for Clients who have ongoing challenges and behaviors;
 6. Administer onsite drug and alcohol screening;
 7. Coordinate support and stabilization services for Families; and

- c. Provide the services of a Housing Coordinator, on-site seven days a week within the home, who represents DHS and the County in daily administration of the transitional living home or facility.

The Housing Coordinator shall:

1. Be available seven days a week and represent DHS and the County in providing supervision of the Clients and the facility itself;
2. As part of an intake process when Client first arrives at the home or facility, provide an orientation on the house rules and program expectations. Client and Client family shall attend the orientation together at one time;
3. Monitor the safety of Clients and monitor compliance with facility rules and assist Clients in resolving problems within the facility;
4. Provide consultation to the Certified Recovery Mentor(s) with any challenges or behavior issues that have occurred in the home;
5. Oversee any complaints or grievances submitted by Clients residing in the home or facility; create behavioral-mitigation agreements between Clients and others, and report to the DHS Caseworker for Clients who have ongoing challenges and behaviors;
6. Administer onsite drug and alcohol screening;
7. If the Client qualifies for TANF, assist the Parent in creating a savings account with a minimum of 30% of their TANF grant to be placed in savings for the Family to use to transition into unsubsidized housing or other unsubsidized living expenses (day care, buying a home, expungement fees, etc);
8. Provide training to address issues as poor rental history, poor credit history, low income, criminal records, with the outcome to help the Client improve their prior histories that were a barrier to their ability to access safe and affordable housing;
9. Assist Clients in developing specific housing plans which will address specific housing needs and assist with removing barriers to permanent and stable housing, such as: expungement of eligible historical infractions, whenever possible;
10. Assist Clients in arranging for a Child Care Provider.

- d. Provide the services of a Certified Recovery Mentor(s), to assist Clients as follows. The Certified Recover Mentor shall:
1. Conduct a Client Family needs assessment to determine the Family's needs and the barriers to self-sufficiency;
 2. Provide peer mentorship, peer support and peer skills training to build and expand client's recovery support network;
 3. Encourage Client to develop skills that will help them manage the household budget, and resist impulsive financial decisions which can destabilize housing for the Family;
 4. Inform Client about community resources which will assist them in continuing to maintain and increase stability, such as drug and alcohol treatment and other family based services; and
 5. Assist Client, when appropriate or determined by DHS to be necessary, in obtaining transportation services in order to facilitate Client's participation in recovery related activities, such as referral to obtain a bus pass or gas vouchers.
 6. Assist Client with connections to existing community based services and streamlined networking between County or their subcontractors, or other community service providers, which could include but are not limited to:
 - (a) Comprehensive drug and alcohol screenings and assessments;
 - (b) Outpatient treatment services including counseling and mentors;
 - (c) Adult and Children's Mental Health Services which are state licensed and certified Community Mental Health Program;
 - (d) Parent education;
 - (e) Employment readiness support services;
 - (f) Family stability services;
 - (g) Employment as appropriate, such as JOBS and OFFSET coordination with Self Sufficiency partners based on eligibility; and
 - (h) Link to recovery community support meetings.
- e. Provide the services of (.5 FTE) Parent Coach. The Parent Coach will:
1. Be available to assist the parent from after school until bedtime as needed throughout the day.
 2. Assist in coaching parent in how to deal with child's emotions and behaviors
 3. Assist parent with child(ren)'s hygiene (bathing, brushing teeth, washing hair etc.)
 4. Assist parent with making dinner.
 5. Assist parent and children with homework
 6. Assist parent and child with appropriate expectations around keeping child's room clean and orderly.

7. Assist parent with appropriate discipline for child(ren).

County shall not deny DHS access to the home or facility at any time or for any reason.

DHS maintains the right to place conditions or restrictions on, limit or terminate any Client or transitional housing or housing services provided to or for any Client being provided by the County under the terms and conditions of this Agreement.

Contractor Staff Requirements:

Staff to be assigned by the County to provide Client transitional housing services:

1. Shall be free from alcohol and illicit drug use for a minimum of two years immediately preceding providing these services.
2. Shall not have an active open abuse or neglect allegation record with Child Welfare for a minimum of one year immediately preceding providing these services.
3. Not currently on probation or parole.
4. Shall not have any arrests, charges, convictions, or be on probation or parole for a sexual offense.
5. All County staff, subcontractors and volunteers are prohibited from initiating or engaging in inappropriate behavior or actions with any DHS Client at any time. County shall immediately remove the staff, subcontractor or volunteer from the home or facility when the behavior or action has been identified.
6. If the County or staff is made aware of a real or perceived conflict of interest, the County shall notify the DHS Contract Administrator within one business day of identifying the conflict. The Contract Administrator and County shall immediately begin discussing the conflict and determine the resolution.

Qualifications:

Housing Coordinators: Must have a Bachelor Degree in Social Sciences or a related subject area, at least two years of experience in social work or similar field working with families involved in the Child Welfare system or an appropriate combination of education and experience.

Certified Recovery Mentors: Must have at least a DHS approved addiction training program as a Certified Recovery Mentor (peer delivered services) and meet abstinence requirements for recovering staff in alcohol and other drug treatment programs (two years of abstinence is required if doing Certified Alcohol

and Drug Counselor duties).

Parent Coach: Must have a minimum of a Bachelor's degree in social services, psychology or another related field, with an emphasis on child development, family dynamics and parenting preferred, and a minimum of two years' experience working with at-risk families **or a combination of other experience that is relevant**, especially those experiencing poverty and homelessness, substance abuse and mental health disorders or domestic violence.

Transportation

1. Contractor shall provide Client transportation services in order to facilitate Client's participation in TTRS services. Contractor may provide those services through its employees' private vehicles. All vehicles and drivers providing transportation under this Contract are subject to the conditions below. Prior to performing Client transportation services for DHS Clients, Contractor shall provide the DHS Contract Administrator a written certification that all drivers performing Client transportation services under this Contract meet all of the requirements listed below.
 - a. Insurance:
 - (1) Contractor shall obtain and maintain Commercial Automobile Liability insurance at the liability limits described in Exhibit C "Insurance Requirements" throughout the term of this Contract.
 - b. Driver Standards. Contractor shall insure any person performing Client transportation services meets all of the following requirements. Driver:
 - (1) Shall be currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
 - (2) Shall not have the following criminal history:
 - (a) Have been convicted or currently under the investigation of a crime in the category of homicide;
 - (b) Have been convicted or currently under the investigation of a crime related to a sexual offense; or
 - (c) Currently have a pending or unresolved criminal charge, as a result of a crime committed within the past two years.
 - (3) Has not been convicted of a crime:
 - (a) Listed in ORS 342.143(3)(a)(A), (B) or (C);
 - (b) Involving sexual offenses;
 - (c) In the past two years, involving child abuse, or child neglect;
 - (d) In the past two years, involving offensives against persons, violence, threat of violence, or theft;

- (e) Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
 - (f) Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- (4) In addition, any employee that performs the function of Driver:
- (a) Has not had a driver's license suspended by the Oregon Division of Motor Vehicles, or a similar agency in another state, for a cause involving the unsafe operation of a motor vehicle or because of sanctions against a driving record, within the past two years;
 - (b) Has not had driving privileges revoked or suspended as a habitual offender under ORS 809.600, or a substantially similar provision in another state, within the past two years; or
 - (c) Does not have a driving record that has an accumulation of 31 points based on the point system established in OAR 581-053-0050(3)(G), within the past two years.
 - (d) Shall not consume any alcoholic beverage regardless of its alcoholic content or any drug that may affect the ability to operate a vehicle safely within eight hours prior to providing Client transportation services.
 - (e) If any employee is in violation of any provision listed above, or, to the best of the Contractor's knowledge is currently under investigation of such actions, the Contractor shall immediately remove the employee from providing any Client transportation services to any DHS Client.
 - (f) Shall:
 - (1) Refrain from smoking or the use of any tobacco product at any time while providing Client transportation services;
 - (2) Secure any articles in the passenger compartment of the transporting vehicle likely to cause injury to the occupants in the event of an accident, sudden stop or emergency evasive action;
 - (3) Ensure vehicle is sufficiently fueled prior to transporting DHS Clients and refrain from refueling the vehicle while transporting DHS Clients;

- (4) Provide adequate lighting, ventilation and heating in the transporting vehicle appropriate to the environment;
 - (5) Not carry, nor shall the vehicle transport, guns, knives, mace, pepper spray or weapons of any type or any potentially hazardous material when providing Client transportation services; nor shall the Contractor allow any mace, pepper spray or weapons of any type to be stored in any vehicles used to transport DHS clients or staff.; and
 - (6) Have telephonic means available and follow all applicable laws regarding use of telephonic devices while driving. Telephonic device shall be used for contacting emergency assistance. Client transportation providers are prohibited from use of a cell phone or other telephonic or electronic device not specifically designed for use while driving while transporting DHS Clients.
- c. Vehicle Standards. Contractor shall ensure vehicles meet the following standards when being used for Client transportation services:
- (1) Vehicle is fully registered and licensed according to the laws of the State of Oregon, and is in good and safe operating condition that meets or exceeds the applicable minimum standards, rules and laws for vehicle safety;
 - (2) Vehicle has a clean and uncluttered passenger compartment;
 - (3) Vehicle has a properly installed child-safety seat, booster seat or other device required by law or rule for the transport of children that shall be utilized as required by rule or law, if a child is being transported; and
 - (4) Vehicle has seat belts that are properly installed and maintained and used by all occupants of the vehicle at all times the vehicle is in operation.

7. Reports of Abuse and Safety Plan Violations:

- a. Any concerns about the safety of the children, or the safety and stability of the home environment shall be immediately reported to the local child abuse reporting number.
- b. Contact from alleged offenders will immediately be reported to the assigned DHS caseworker. Contractor Services will not be provided when uncontrolled offenders have continued access to children in their homes.

- c. Any violation of the protective action, safety plan or relapse prevention plan will be reported to the DHS caseworker within 24 hours of observation. For example: the parent's un-willingness or ability to comply with the protective action or safety plan.

8. Program Outcome Measures

With DHS's implementation of performance-based contracting, Child Welfare will gather end of service data reported out by the Contractor and validated by Child Welfare. Child Welfare will utilize this and other data to work with the Contractor to support continuous improvement efforts which promote better outcomes for children and families.

Transitional Treatment and Recovery Services will be based on successful achievement of the following outcome expectations:

- 1) **Achieved:** Client is actively engaged in or has completed treatment program and transitioned to agency approved living situation with child OR child was reunified with non-custodial parent (non-required agency removal)
- 2) **Partially Achieved:** Client did not complete treatment program but child remains with parent in an in-home safety plan;
 - a. **OR** client achieved sobriety but did not complete treatment program.
 - b. **OR** child removed but parent remained in treatment and achieved AMH completion standards (child not returned prior to service closure date)
- 3) **Not Achieved:** Client did not engage in treatment program, did not transition to agency approved living situation *and* child removed or place in foster care.

When a dispute arises in regards to whether or not child-driven outcomes have been achieved by the Contractor, DHS will make the final decision.

Outcomes measures may be modified deleted or exchanged as necessary and if so, will be completed through written amendment.

9. Reporting

Contractor shall provide the following reporting:

- a. A monthly progress report to the Client's primary DHS Caseworker, to include any changes in barriers to success, changes in strategies to achieve success, ongoing summary of service provisions and progress towards outcomes. Report shall be received by the DHS Caseworker no later than the 10th calendar day following the end of the month of service provision.

b. A closing report to summarize the results of client-families achieving performance outcomes as described in Section 8. Specifically the Contractor shall provide within 10 calendar days of the last service provided for each client-family:

1. Progress toward, or final, Client outcomes (to also be included on the DHS invoice)
2. Next steps or recommendations for further treatment.

c. Verbal Updates:

- (1) The Contractor shall provide the Child Welfare Caseworker with immediate verbal updates when significant issues arise during the provision of services.
- (2) After two consecutive absences on the part of the Client-family, Contractor shall assess treatment compliance and related risk factors for continued treatment and regularly communicate and collaborate with DHS in care coordination.

EXHIBIT A

Part 2 Payment Provisions

1. Payment Provisions:

- a. As consideration for the services provided by the Contractor during the period specified **Section 1. Effective Date and Duration**, DHS will pay to the Contractor, a maximum not-to-exceed amount as specified in **Section 3. Consideration**, to be paid as follows:

DHS will make payments to the Contractor at the rate of \$26,041.66 per month for the provision of all Services as described in Exhibit A, Part 1 for the time period July 1st, 2018 through June 30th, 2019.

- b. Contractor Invoice, Completion and Submission will have the following language and links:
 - 1) Contractor shall submit billings on the approved DHS invoice form located at:

<https://apps.state.or.us/Forms/Served/ce0846.xlsm>
Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.
 - 2) Contractor shall report Performance-based Contract outcomes on the invoice form upon invoicing for final service for Client-family as required in Section 8.
 - 3) Payment will be made by DHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by DHS of the Contractor's invoice and any required reporting as defined in the Statement of Work for this Contract.

For questions regarding payments please email the local DHS office from which the referral was made. Email addresses may be obtained at:

<http://www.oregon.gov/dhs/children/providers-partners/Documents/Local%20Office%20Contact%20List%20for%20Contracted%20Providers.pdf>

2. **Travel and Other Expenses.** DHS will not reimburse Contractor for any travel or additional expenses under this Contract.