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AGENDA COVER MEMO

MEMORANDUM DATE: July 16, 2008

ORDER DATE: July 30, 2008

TO: Board of County Commissioners

DEPARTMENT: Department of Youth Services

PRESENTED BY: Lisa Smith

AGENDA TITLE: IN THE MATTER OF accepting \$20,000 from the Oregon Commission on Children and Families and Increasing Appropriations and Expenditures in Youth Services in the Amount of \$20,000.

I. MOTION

To accept \$20,000 from the Oregon Commission on Children and Families and increase appropriations and expenditures in the Youth Services budget in the amount of \$20,000.

II. ISSUE OR PROBLEM

The Oregon Commission on Children and Families identified unobligated funds that needed to be spent by September 30, 2008. They put out a quick Request for Proposals in the form of a "Challenge Grant" for systems improvement for gender specific services for females. DYS applied for systems improvement funding and received an award of \$20,000. This memorandum is meant to update the Board on Youth Services activities with gender specific services and best practices and to have the funds appropriated to the DYS budget for expenditure.

III. DISCUSSION

A. Background/Analysis

For the past 5 years, DYS has actively worked to increase the use of effective interventions with youth from all populations. Staff received training on the use of evidence based principles and practices in their work. Our residential programs have been evaluated with the Correctional Program Checklist to determine what components could be improved. We continue to train staff and evaluate program services to ensure our work is effective. When funding became available through the Oregon Commission on Children and Families (OCCF) to evaluate the effectiveness of our services for female offenders, we saw it as an opportunity to provide a systems overview of our services to females and to develop a plan to improve services and implement effective programming.

OCCF awarded \$20,000 to DYS for this purpose. The funding needs to be spent by September 30, 2008. DYS did a competitive solicitation and had one responder, the Center for Research to Practices. DYS is prepared to enter a contract with Center for Research to Practices to perform the following duties:

- Review current written materials (the DYS evidence based practices (EBP) strategic plan, risk assessment tools, quality assurance plan, case plans based on criminogenic needs)
- Conduct observations of intake interviews, treatment groups and detention services
- Identify curricula for girls treatment groups that use EBP and identify if there are specific curricula for ethnic minority girls
- Make recommendations for areas of improvement for EBP practices as they relate to the responsivity needs of female adolescent offenders
- Train staff on gender specific services and curricula
- Work with the evaluator to include long term assessments of these changes into the EBP quality assurance plan.

B. Alternatives/Options

1. To approve the order accepting \$20,000 from the Oregon Commission on Children and Families and increase appropriations and expenditures in Youth Services in the amount of \$20,000.

2. To not approve the order accepting \$20,000 from the Oregon Commission on Children and Families and not increase appropriations and expenditures in Youth Services in the amount of \$20,000.

C. Recommendation

To approve #1 above. This will allow Lane County to provide a review of our gender specific services and increase the effectiveness of our work with female offenders.

D. Timing

Actions to implement the proposed programming will take place as soon as the Board has acted.

IV. IMPLEMENTATION

Upon approval by the Board the contract for services with the Center for Research to Practices will be forwarded to the contractor and then to the County Administrator for signature and Youth Services will begin implementation immediately. The County Administrator already has authority to sign the Intergovernmental Agreement and the Contract with the Center for Research to Practices.

V. ATTACHMENTS

Board Order

Professional Services Contract

Challenge Grant Proposal

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

RESOLUTION AND ORDER: IN THE MATTER OF accepting \$20,000 from the Oregon Commission on Children and Families and Increasing Appropriations and Expenditures in Youth Services in the Amount of \$20,000.

WHEREAS, Lane County Department of Youth Services submitted a grant application to the Oregon Commission on Children and Families for systems improvement for gender specific services for females

WHEREAS, the Oregon Commission on Children and Families awarded funding in the amount of \$20,000 for the grant proposal submitted by Lane County Department of Youth Services; and

WHEREAS, Oregon Commission on Children and Families has initiated an intergovernmental agreement with Lane County Youth Services for \$20,000 to complete the proposed project activities; and

WHEREAS, in order for Lane County to perform it's obligations under this agreement, appropriations and expenditures must be increased; it is hereby

RESOLVED and ORDERED that the Board of County Commissioners accept the \$20,000 from the Oregon Commission on Children and Families; and further

ORDERED that appropriations in revenues and expenditures in fund 260 be increased by \$20,000.

DATED this _____ day of July, 2008.

Faye Stewart, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date: 7/21/08

OFFICE OF LEGAL COUNSEL

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County; and the Center for Research To Practices, hereinafter called Contractor.

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

Whereas, Contractor desires to provide those professional services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional services for the "Gender-specific" grant project for County including:

- Review current written materials (EBP strategic plan, risk assessment tools, quality assurance plan, case plans based on criminogenic needs, etc)
- Conduct observations of intake interviews, treatment groups, detention services, etc
- Identify curricula for girls treatment groups that use EBP and identify if there are specific curricula for ethnic minority girls
- Make recommendations for areas of improvement for EBP practices as they relate to the responsivity needs of female adolescent offenders
- Train staff on gender specific services and curricula
- Work with the evaluator to include long term assessments of these changes into the EBP quality assurance plan.

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

3. In consideration for Contractor's performance, County agrees to pay an amount not to exceed \$20,000 payable as follows:

- Two equal payments of \$10,000 on August 29, 2008 and upon project completion on September 30, 2009.

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

5. The contract period shall be from July 28, 2008 to ^{September} ~~June~~ 30, 2008.

6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement

payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

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

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. The Contractor shall acknowledge the County as a funding source on all printed, web-based, or promotional materials related to this service with the following, "This program has been funded in total, (or in part), by the Lane County Department of Youth Services and the federal Office of Juvenile Justice and Delinquency Prevention."

11. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

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

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

14. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

15. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any

sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

16. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

17. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

18. Contractor shall have all licenses and permits necessary to perform the Contract.

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

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

21. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

22. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

23. Waiver. Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

24. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: _____

BY: _____
Jeff R. Spartz
County Administrator

CONTRACTOR

DATE: _____

BY: _____

Typed Name _____

Title: _____

Address: _____

Business ID No.: _____

APPROVED AS TO FORM

Date 7/21/08 Lane County

JK
LANE COUNTY OFFICE OF LEGAL COUNSEL

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

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

<i>COVERAGES</i>	<i>LIMITS</i>
----- Explosion & Collapse	<input checked="" type="checkbox"/> \$1 million per occurrence
----- Underground Hazard	----- Limits of the Oregon Tort Claims Act (ORS 30.370),
<input checked="" type="checkbox"/> Products/Completed Operations	Limits presently at \$500,000
<input checked="" type="checkbox"/> Contractual Liability	per Occurrence.
----- Broad Form Property Damage	----- Other
----- Owners' and Contractors' Protective	

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage: the Risk Manager must review any deviation from this. All claims-made forms must have the prior approval of the Risk Manager. Contractors must submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

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

LIMITS

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

----- Other

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

ADDITIONAL INSURED CLAUSE: The liability insurance coverage required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

----- **MEDICAL MALPRACTICE** insurance

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYERS' LIABILITY
 ----- Limits of \$500,000

----- **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$

FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ per employee.



June 26, 2008

Lane County Dept of Youth Services
Linda Wagner
2727 MLK Jr. Blvd
Eugene, OR 97401
FAX: 541-682-4732

**RE: Notice of Award - Challenge Grant –
Gender Specific Services Proposals**

State Commissioners

Samuel Henry, Chair
Rich Brown
Superintendent Susan Castillo
Anita J. Decker
Bruce Goldberg
Senator Avel Gordly
Michael Harper, Sr.
Dan Krein
Rev Mark Knutson
Jean Phelps
Thomas H. Schaefer
Robert Shlachter
Fred Warner
Laurie Warner
Representative Gene Whisnant
Jon Yunker

Dear Linda Wagner,

The Juvenile Justice Advisory Committee adopted the recommendations of the selection committee at its June 12, 2008 meeting. The Oregon Commission on Children and Families staff will be preparing a grant award to the Lane County Dept of Youth Services in the amount of \$20,000 for Evidence Based Practices – Meeting the Needs of Female Juvenile Offenders.

The following documents are needed **no later than July 9, 2008** in order to prepare a timely grant award:

- **A detailed statement of work, time frame of deliverables, and a budget to implement the proposed concept you submitted.**

You may electronically send these documents to Sandra.A.Flickinger@state.or.us. These documents will be incorporated into the grant award. We understand that you may need to make some adjustments to your concept based on the date of this award.

Barbara Carranza, Juvenile Justice Coordinator, will be in contact with you on or before July 1, 2008, regarding the details of the grant award. You may contact her with any questions at (503) 378-5119.

We look forward to the implementation of your project.

Sincerely,

Sandra Flickinger

Sandra Flickinger
Grants Accountant

Mickey Lansing
Executive Director

530 Center St NE, Suite 405
Salem, Oregon 97301
Phone: (503)373-1283
Fax: (503)378-8395

www.oregon.gov/OCCF



Theodore R. Kulongoski
Governor

Oregon Commission on Children and Families
NOTICE OF CHALLENGE GRANT OPPORTUNITIES
Opportunities for capacity building and system improvements

CONCEPT PROPOSAL
COVER PAGE

Gender Specific Services

CONTACT INFORMATION:

Name: Linda Wagner Phone: 541.682.4792

Agency: Lane County Department of DYS FAX: 541.682.4732

Address: 2727 MLK Jr. Blvd. Eugene, OR 97401

TITLE OF PROPOSED CONCEPT:

Evidence-Based Practices – Meeting The Needs Of Female Juvenile Offenders_

SELECTION CRITERIA:

1. Description of elements required in the Concept Proposal;
2. Description of the size of audience and/or number of participants who would benefit by a short term effort; and
3. Description of how the effort would build capacity into the future and/or create and sustain systemic change.

CONCEPT PROPOSALS: Proposals must not exceed three pages including the Concept Proposal Cover Page. Please respond to the 15 elements listed on the following page. Submit the cover page and responses by 5:00 p.m. on May 9, 2008 to:

Sandra Flickinger, Grants Accountant, OCCF,
530 Center St. NE, Salem, OR 97301.
FAX: (503) 378-8395. Phone: 503-378-5125.
Email: Sandra.Flickinger@state.or.us

Background – The Lane County Department of Youth Services (DYS) has conducted ambitious work in order to implement evidence based practices (EBP) throughout the juvenile justice system in Lane County. For example, Dr. Edward Latessa and his staff have trained all DYS’ staff and service providers in EBP for juvenile crime reduction. The department uses a validated risk tool, separates youth based on risk level, programs are family focused / strength based and use a cognitive behavioral approach, and treatment addresses criminogenic factors. Group curricula have been chosen based on references by Dr. Latessa and literature reviews of what works. In addition, the department developed a strategic plan to implement these practices. The goal is to have a systemic approach so youth receive the same “proven” approach as they move through the system, e.g., at intake, informal probation, detention, formal probation, treatment program, etc. A quality assurance plan is in development and correctional program checklist (CPC) evaluations will be conducted to insure fidelity to the model. The goal of having a systemic approach to EBP has been charted and the work to realize this goal is in progress.

During the course of this important work, it has been difficult to find proven curricula based on EBP and addresses gender specific issues such as using relationship oriented approaches in treatment, dealing with relational aggression with delinquent girls, how to address issues of trauma in responsivity to treatment, etc. To address those and other gender specific issues, DYS is proposing to work with researchers from Oregon Social Learning Center (OSLC) to enhance DYS’ service delivery system so that its EBP also addresses gender specific elements.

1) Who will take the lead on the project/be responsible for carrying out the proposed project? DYS is the lead agency. Linda Wagner, the departments researcher, will be the supervisor for this project.

2) Describe what the lead will do in carrying out the project. DYS will contract with OSLC researchers to a) review current written materials (EBP strategic plan, risk assessment tools, quality assurance plan, case plans based on criminogenic needs, etc), b) conduct observations of intake interviews, treatment groups, detention services, etc, c) identify curricula for girls treatment groups that use EBP and identify if there are specific curricula for ethnic minority girls, d) train staff on gender specific services and curricula, and e) work with the evaluator to include long term assessments of these changes into the EBP quality assurance plan.

3) Describe the benefits of the project in either capacity building or system change. The benefits are far reaching. It will build capacity in the system by enhancing EBP as it relates to the needs of girls. These benefits are long lasting as staff will have the new curricula, training, etc. allowing the benefits of this work to continue after this short-term project.

4) Who will participate? Or who is targeted for the project? Is the staff appropriate for the target population? All probation and detention group workers will go through gender-specific training. They are appropriate as they work with delinquent girls.

5) Estimate the number of participants. 61 DYS staff.

6) How will participants be notified of the opportunity? Staff will be notified at their team meetings.

7) ***What will the participants do?*** Supervisory staff and lead probation staff will work with the researchers as they review written materials. The researchers will work with individual staff during observations, e.g., sitting in on each group at least twice, observing selected intake interviews, etc. All staff will attend the training.

8) ***Will participants be expected to do something following the project period?*** Yes, they will be expected to include the training lessons in their work with girls.

9) ***What is the timeline for the proposed project?*** The researchers will provide approximately 200 hours of work total between mid June, 2008 and September 30, 2008.

10) ***Who will benefit from the project*** (may be the same or different from the participants)? In addition to the capacity building at DYS, juvenile female offenders referred to DYS will benefit directly from this work. The general community will benefit through crime reduction and costs avoidance as the girls receive EBP that include gender-specific expertise.

11) ***Estimate the number of beneficiaries.*** Between 100 and 150 girls each year.

12) ***Where will the project take place?*** At DYS

13) ***Is the proposed project based on best practice, evidence based practice that is culturally appropriate, or practice based evidence that supports the effectiveness of the activities planed for the target population?*** Yes, this is the nexus of this work.

Lane County is fortunate to have OSLC in Eugene. OSLC is a nationally and internationally recognized research organization in areas of child welfare and delinquency. They have developed best practices programs such as Treatment Foster Care and have national studies on girls. One researcher, Dana Smith, has been involved with OSLC and their girl's research and has an early career award from the National Institute of Mental Health to study and develop interventions for girls who have conduct problems and who have experienced trauma. She will work on this project.

14) ***How are you going to measure outcomes and outputs of the project?*** The numbers of staff trained will be tracked by our training committee. The number of girls in different programs is recorded in JJIS and / or evaluation software. Outcomes are measured by staffs ability to incorporate the new information into their work with girls – quality assurance tools will be used to measure this competency development. The outcome for girls is increased resiliency / decreased risk as measured through a pre / post test and changes in recidivism as measured through evaluation reports.

15) ***Is there any other information you would like to include in the concept proposal?*** We are requesting \$20,000 to do this work. This includes 200 hours of work with researchers for \$75 per hour and \$5,000 for printing, training materials, supplies, etc. DYS is not charging any administration costs. Funds will go to pay for consultation and materials only.