

Clackamas County

JUVENILE DEPARTMENT

#### JUVENILE INTAKE AND ASSESSMENT CENTER 2121 KAEN ROAD | OREGON CITY, OR 97045

December 19, 2024	BCC Agenda Date/Item:
Board of County Commissioners	

Approval of a Personal Services Contract with Latino Network for juvenile justice system diversion services. Agreement Value is \$1,316,564 for 5 years. Funding is through the Oregon Department of Education. No County General Funds are involved.

Previous Board Action/Review	08/08/2019 IV.F3 Briefed at Issues 12/17/20	024	
Performance Clackamas	1. Ensure safe, healthy,	and secure communities	
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Ed Jones	Contact Phone	503-650-3169

**EXECUTIVE SUMMARY**: Clackamas County Juvenile Department (CCJD) is requesting approval to contract with Latino Network for budgeted Community-Based Diversion Services for youth. CCJD completed a Request for Proposal and Latino Network was selected to provide community-based diversion interventions services to Clackamas County youth, and their families. The Community-Based Diversion Services Program is an early intervention program for certain offenses committed by low risk offenders where youth are diverted from the formal juvenile court process and handled informally in their home communities. This community-based intervention holds the youth accountable to victims and the community, and youth are able to develop greater awareness and understanding of the impact their actions have had on others. Latino Network has successfully been providing these services since August of 2019 to all Clackamas County youth who are eligible for the program. CCJD utilizes a continuum of services to address a youth's risk factors and support the youth's success by identifying and building upon their strengths, competencies, and natural supports, and Community-Based Diversion is an important component of that continuum. The program assists CCJD in fulfilling its mission and in achieving better public safety outcomes for youth, families and communities. The current FY24-25 budget is \$241,751 and funding is provided by the Juvenile Crime Prevention funds from the Oregon Department of Education's Youth Development Division.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve the attached contract for the budgeted services.

Respectfully submitted,

Alice Perry, Acting Juvenile Department Director

Juvenile Department

For Filing Use Only



# CLACKAMAS COUNTY PERSONAL SERVICES CONTRACT Contract #15024

This Personal Services Contract (this "Contract") is entered into between Latino Network ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Juvenile Department.

#### ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2029.
- 2. Scope of Work. Contractor shall provide the following personal services: community-based diversion services for youth ("Work"), further described in Exhibits A and B.
- 3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Million Three Hundred Sixteen Thousand Five Hundred Sixty-Four dollars (\$1,316,564), for accomplishing the Work required by this Contract. Consideration rates are on a cost reimbursement basis in accordance with the budget set forth in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Ed Jones

5. Travel and Other Expense. Authorized: D Yes C To

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <a href="https://www.clackamas.us/finance/terms.html.Travel">https://www.clackamas.us/finance/terms.html.Travel</a> expense reimbursement is not in excess of the not to exceed consideration.

**6.** Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Countractor Administrator: Maria Ximena Ospina
Phone: 503-283-6881
Email: ximena@latnet.org

County Administrator: Ed Jones
Phone: 503-650-3169
Email: EJones@clackamas.us

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

#### ARTICLE II.

- 1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- **3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- **4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- **5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW. This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including

reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, 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.
- 9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required- Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

Required - Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

Required - Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

Required - Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

Required-Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this

Contact in accordance with its terms.

- 11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday-Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- **15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be 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 term or provision held to be invalid.
- **16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may

require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- **20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- **22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- **23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- **24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- **25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- **26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- **27. NO ATTORNEY FEES**. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- **28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("<u>Confidential Information</u>"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to

remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- **30. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

#### 31. RESERVED

#### 32. RESERVED

33. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Latino Network		Clackamas County	
Sp. Kw	12-5-2024	Chair I	Date
Authorized Signature	Date	Name:	
Tony De Falco, Executive Director Name / Title (Printed)		Approved as to Form:	
135762-93		Andrew Naylor Digitally signed by Andrew Naylor Date: 2024.12.09 07:21:29 -08'00'	
Oregon Business Registry #		County Counsel	Date
<u>DNP/OR</u> Entity Type / State of Formation			

# EXHIBIT A PERSONAL SERVICES CONTRACT SCOPE OF WORK

#### Exhibit A

#### **SCOPE OF WORK**

The Contractor shall provide Community-based Diversion Services ("Work") as detailed in this Exhibit A and the Contractor's Proposal hereby incorporated by reference as Exhibit B.

The County Contract Administrator for this Contract is: Ed Jones

1. **PROGRAM GOALS:** The overall program goal is to provide community-based interventions for youth who have offended for the first-time who are generally low risk to reoffend, and their families in Clackamas County. This program will utilize restorative justice values and principles where youth are held meaningfully accountable to their victims and community.

In addition to the above, Contractor shall provide Work in accordance with the following Goals:

- 1.1 Youth, Family and Victim Voice are Valued:
  - **A.** There will be a sense of partnership fostered throughout the time the services are provided.
  - **B.** Families are the driver of the Diversion plan.
  - **C.** The family's culture will be respected and honored, and culturally relevant services (including language) will be provided to all families.
  - **D.** Victim voice and needs are respected and honored. Time will be taken to foster trust in the relationship with victims, youth and families.
  - **E.** Confidentiality will be honored to the highest degree possible.
- **1.2 Engagement:** Make the extra effort to connect with all youth and families and victims.
  - **A.** Listen to learn to get the victim's perspective and needs.
  - **B.** Listen to learn to get the youth and family's perspective.
  - **C.** New ideas, approaches and strategies will be attempted if provider finds youth or family resistance.
  - **D.** Avoid taking sides between family members.
  - **E.** Clearly understand and help other parties understand each of their respective roles, including provider's role as a mandatory reporter.
  - **F.** Honor and support all parties in respecting boundaries

Contractor will provide all direct service delivery. Contractor will not refer youth and families to services provided by CCJD without a request for an exception to this provision being granted by the CCJD Division Manager.

2. SERVICE COMPONENTS: Contractor shall perform work in accordance with the following Service Components:

- **2.1 Intervention Services:** Provide low level early intervention services for status offenses, violations, misdemeanor offenses and in some cases non- person crime felonies.
  - A. Identify community resources to support youth participating in the Diversion program, which may include, but is not limited to the following examples:
  - B. Restorative community service
  - C. Skills groups
  - D. Counseling services
  - E. Drug and alcohol assessments
  - F. Other screenings and assessments as appropriate
  - G. Drug and alcohol education and treatment
  - H. Peer mentoring/support
  - I. Pro-social activities/opportunities
  - J. Parenting support
- **2.2 Juvenile Justice System Awareness:** Prevent youth from further penetration into the juvenile justice system.
  - A. Reviews the case to confirm appropriateness for the Diversion Program based on established guidelines from the CCJD
  - B. Youth and their parents/guardian are contacted, and services initiated within 30 days of receiving a referral from CCJD. Cases will be processed in a timely manner and according to the protocols established in the Diversion Program manual.
  - C. Conduct initial risk assessment screening (CCJD will provide the screening and assessment tools and process for identifying and returning referrals to CCJD which need a higher level of intervention than the Diversion Program offers).
  - D. All youth and families will be offered the Family SBIRT (School Based Screening and Brief Intervention Referral to Treatment) tool. This tool will assist in determining the direction of the youth and family goals and resources needed for success.
  - E. Conduct other screenings/assessments and refer to appropriate services and resources as needed.
  - F. Incorporate the needs of the youth, victim and community when working with the youth referred to the Diversion Program
- **2.3 Restorative Justice:** Demonstrate commitment to a restorative justice approach through program elements.
- **2.4 Victim Participation:** Provide opportunities for victims to be heard and participate in the process.
- **2.5 Collaboration and Involvement**: Involve and work collaboratively with other professionals in the field including, but not limited to, community members such as volunteers and partners, school administrators, and/or the local police department to support the Diversion Program

- A. Recruitment, vetting, coaching, tracking and retention of all involved community members who are volunteering with the Diversion Program
- **2.6 General Supervision and Oversight**: Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service.
- **2.7 Customer Service**: Ensure quality customer service
- **2.8 Program Supervision and Oversight**: Supervision of all program processes, casework approaches and required documentation.
- **2.9 Diversion Agreement Reporting and Tracking**: Monitor and track completion of diversion agreements, generally to be completed within 90-180 days of signing the diversion agreement, and return cases to CCJD with a closing summary within 14 days of case closure.
- **2.10** Provide training to staff as necessary on topics including, but not limited to:
  - A. Restorative justice
  - B. Trauma Informed Care
  - C. Cultural and Gender (including gender identity) Responsivity
  - D. Confidentiality
  - E. Ethics
  - F. Mandatory Child Abuse Reporting
  - G. Recognizing signs of and how to conduct screening for human trafficking
  - H. Recognizing signs of and how to screen for adolescent alcohol and substance use and abuse disorders and addiction.
  - I. Best practices for referrals/resources for adolescent alcohol and substance use treatment
  - J. Other training as designated by CCJD
- 2.11 Verify accurate records of cases assigned/returned and report data to the CCJD at regularly scheduled intervals, as designated in the contract to be determined.
- 2.12 Use culturally relevant services (including language) with youth and families.
  - A. Ensure staff for this caseload are competent in providing culturally responsive services.
  - B. Provide Spanish-speaking staff and Spanish-speaking community members for individuals being served by the Diversion Program who need or prefer to speak in Spanish

# Service Area: Contractor shall provide direct services in the following areas in Clackamas County, OR

- 1. Canby (includes Aurora, Woodburn, Hubbard)
- 2. Estacada (includes Eagle Creek)
- 3. Gladstone
- 4. Lake Oswego (includes Tualatin)
- 5. Happy Valley (includes Clackamas, Damascus)
- 6. Milwaukie (includes Oak Grove)

- 7. Molalla (includes Colton, Mulino, Mt Angel, Scotts Mills)
- 8. Oregon City (includes Beavercreek)
- 9. Sandy (includes Boring, Welches, Rhododendron, Brightwood)
- 10. West Linn
- 11. Wilsonville

Contractor and County agree to meet upon County's request to review referral trends and create a mutually agreeable plan to adjust the locations where various Service Components are provided as may be needed.

#### ADDITIONAL REQUIREMENTS

- 1. Cultural, gender identity, and sexual orientation responsive services. Services provided shall be culturally, gender identity and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families. In order for the youth to understand and appreciate the desired culture/heritage, gender identity, and/or sexual orientation, the provider shall schedule activities on an individual or small group basis for the purpose of:
  - Teaching youth constructive ways to express and appreciate their own culture/heritage, gender identity, and/or sexual orientation;
  - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
  - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
  - Helping youth to recognize the relationships between various value systems;
  - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
  - Having staff available in each city or town where the Diversion Program is offered who is able to communicate with monolingual (Spanish) youth, families, victims, and community members. The Diversion Program must have the ability to provide linguistically appropriate services to parents and guardians who are non-English speakers, but speak languages other than Spanish.
- 2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis. Monthly and Annual reports will be submitted and reviewed by CCJD leadership. Output data may include dosage and frequency of intervention.
- **3. Quarterly Review:** A quarterly review will be conducted by CCJD manager(s). This will include a contract compliance check that will ensure the contract expectations are being

met. This will include a review of the services provided and a budget tracking for fiscal accountability.

- **4. Quality Assurance:** Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.
- 5. Data Publishing: Contractor shall not disclose any data gathered in performance of this contract that includes population, statistics, outcomes or results without the County's prior review and express prior written approval. Contractor shall not alter, omit, or otherwise change County approved data. The provisions of this section does not restrict the County from disclosing data gathered in performance of this contract to the extent required by any law or regulation including and not limited to, the Oregon Public records law. The provisions of this section does not restrict the County from disclosing data gathered in performance of this contract to another person or organization for use in research, program performance reporting, training or education purposes so long as the disclosure permitted by applicable law and does not include any personally identifiable information (included but not limited to a party's name, address, financial information, birthdates or social security numbers.) Nothing herein shall be construed as permitting disclosure of any data protected under applicable law.

# EXHIBIT B CONTRACTORS PROPOSAL



#### **5.2.1 SERVICE DELIVERY**

1. Explain how your agency proposes to deliver the services described in this solicitation. Include in your description a schedule of events, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.

#### Services Delivered

Latino Network ("LN"), a skilled and experienced community-based provider, proposes to continue its implementation and administration of community diversion/early intervention services for youth for designated status offenses, violations, misdemeanors and in some cases non-person crime felonies committed by youth as requested in the Request for Proposal #2024-30.

Since 2019, LN's Youth Empowerment & Violence Prevention ("YEVP") Department has provided community-based interventions for Clackamas County youth who have committed low level offenses and their families through the **Restoring Individuals Communities and Hope** ("RICH") Community Diversion Program in partnership with Clackamas County Juvenile Department ("CCJD"). Awarded following the first public RFP process for this scope of work, the YEVP team is eager to continue to build on its successes of the first five years of the program.

The RICH Community Diversion Program is designed as a 3 month engagement. These short term, intentional diversion services provide timely and relevant interventions to eligible youth. Youth deemed eligible for services by CCJD are referred to RICH Diversion Coordinators. Together, the Coordinator, youth, and their families identify their strengths and protective factors through the creation of a Diversion Agreement and Care Coordination Plan, which establishes goals for both the youth and family. By integrating a care coordination model with restorative justice diversion programming, RICH Diversion Coordinators are able to focus on helping families identify how to repair harm and set goals for their future. Youth and families participate in a Family Assessment using the ECOmap tool, which helps identify what resources the family may need to be successful and the relationships influencing youth's behavior. Youth and the family both agree to the terms of the Diversion Agreement, including two activities defined in collaboration with the Coordinator. Coordinators then connect youth and their families/quardians to internal or external services in the community when appropriate, to complete the activities in the Diversion Agreement. Additional services as part of the Care Coordination Plan will range from basic needs like housing stability, food, and access to healthcare, treatment, to workforce development and connection to mentoring, cultural, and/or arts programming. LN maintains a "No Wrong Door" policy, and welcomes participants of all backgrounds who meet a program's qualifying criteria to participate. While LN specializes in bilingual, bicultural program delivery, the agency maintains strong working relationships with agencies representing identities and backgrounds of LN's diverse range of program participants.

Youth-only group programming includes facilitated service opportunities in communities such as food banks and gardens, and facilitated circle processes. Parents/guardians are offered Cara y Corazon, a parent group which can be facilitated in both English and Spanish, and FUSE (Families United for Safety and Empowerment), a 12-week program focused on addressing intrafamily violence. FUSE uses the Step-Up curriculum that provides group sessions to teach skills that support using nonviolent and respectful behavior with family members.

#### **Program Model**

"Overall, findings indicate that youths who participate in restorative justice programs are less likely to reoffend, compared with youths who are processed traditionally in the juvenile justice system" (OJJDP 2021). YEVP shares and champions CCJD's commitment to the principles and values of **restorative justice**. This approach equally addresses the needs of those harmed, those who have caused harm, as well as the community impacted by the offense, integrating Assertive Engagement and Trauma-Informed Care, as well as other evidence-based practices aligned with the OJJDP Comprehensive Gang Model.

All YEVP staff are trained and certified in the **Red Road**, an Indigenous-based Restorative Justice model and **La Cultura Cura** (The Culture Heals) Model for youth and family transformation. These practices emphasize the knowledge and teachings of indigenous-based cultures passed on by those communities' teachers, leaders, and elders. The RICH Community Diversion Program uses this approach by providing an opportunity for youth to acknowledge the harm caused (accountability), reflect and identify what is needed to move forward (gain insight), make amends (responsibility), and repair harms caused (reintegration). These models rely on communities' existing cultural values to reduce incidences of substance abuse, domestic violence, child abuse, gang violence, heterosexism, racial inequity, and other individual, family, community, and societal issues.

**Assertive Engagement** is a SAMHSA evidence-based approach to the delivery of social services that is effective even for the hardest to reach clients and families. It obtains and maintains strong engagement with them, and moves them toward behavior change that is self-directed and lasting. Assertive Engagement combines several evidence-based practices into a cohesive approach to services:

**Assertive Community Treatment,** a SAMSHA evidence-based service delivery model characterized by a team approach, a small caseload, time-unlimited services, a shared caseload, flexible service delivery, and crisis management available 24/7.

**Strengths-Based Practices** recognize the inherent capability of people to figure out and solve their own problems. This is especially key for Latino youth and families, who often face negative stereotypes and assumptions; and whose deficits are highlighted much more than their strengths, collectively.

**Motivational Interviewing** is a detailed skills-based approach to talking with clients about change that creates client-centered engagement and increases motivation for changing negative behaviors.

**Trauma Informed Care** is a Treatment Improvement Protocol developed by SAMHSA "to work more effectively with people who have been exposed to acute and chronic traumas and/or are at risk of developing traumatic stress reactions".

LN has made these approaches standard across the agency, requiring all staff members trained in Assertive Engagement and Trauma-Informed Care for use in all programs.

The Crossover Youth Practice Model ("CYPM") is a framework for jurisdictions on how to develop and engage in practices that will result in better outcomes for youth. A Crossover Youth is defined as a youth with an ongoing open case with Oregon Department of Human Services ("ODHS") Child Welfare who is referred to the Juvenile Department. Staff will reference the CYPM manual for protocols that guide this work when Crossover Youth are referred to services.

#### **Program Structure**

- 1. <u>Eligibility:</u> The RICH Community Diversion Program receives referrals for youth participants from CCJD when they are deemed eligible.
- 2. <u>Referral:</u> The Program Manager receives the youth referral via a secure FTP site. The Program Manager assigns referrals to the RICH Diversion Coordinators.
- 3. <u>Outreach:</u> The RICH Diversion Coordinator assigned to the case will initiate contact with the family via phone call or postcard. The Coordinator attempts up to 5 times to connect with the family during a period of 4 weeks.
  - If the family accepts services, an Intake Appointment will be scheduled.
  - If the attempts are unsuccessful, the Program Manager connects with CCJD's Supervisor and/or Juvenile Counselor to obtain updated contact information. If no other contact information is available, a letter closing the case is mailed to the family and the file uploaded into the FTP site.

#### 4. Intake Appointment:

**Youth:** The RICH Diversion Coordinator and the youth will discuss program objective, select Diversion Agreement activities, complete youth eco-map (including the needs and barriers assessment), conduct the Juvenile Crime Prevention JCP quick screen (long community JCP screening if applicable), and complete Latino Network's Agency Enrollment Form.

**Family:** The family will complete an ECOMap tool to assess family strengths, relationships and specific needs.

**Diversion Agreement:** Youth and family select at least two activities from the options and will clearly identify next steps to complete the activity with success. All youth referred to the RICH program will identify a meaningful way of repairing the harm caused. This will be confirmed via the Diversion Agreement which entails ways in which the harm will be repaired. All activities and the goals from each activity are mutually agreed to by the youth and family during the signing of the Diversion Agreement. Selected activities in the Diversion Agreement have the goal of supporting youth in their process of taking responsibility and repairing the harm. These include:

Participation in a restorative circle process

Participation in a Victim offender Dialogue (with a community based organization)

Restorative Letter (accountability letter and/or apology letter)

Restorative conversation

Restitution payment

Community reparation (community service)

**Coordination Plan:** By identifying the youth and families strengths, needs, and goals, the RICH Coordinator will be able to identify appropriate resources and connect the youth and the family with them as needed. Coordination will be responsive to culture, gender identity, and sexual orientation.

#### 5. Program Activities:

**Restorative Process:** All youth will be engaged in a restorative process to gain insight, build emotional vocabulary, develop a greater understanding and awareness of how the incident impacted others. Approaches include restorative circles and restorative conversation using motivational Interviewing.

Coordination Plan Activities: Services and tailored care will be coordinated with the family. The Diversion Coordinator will structure interventions and identify possible supports which respond to linguistic or cultural needs, barriers for participation due to economic or health challenges, learning disabilities or accessibility needs, transportation or technology. To support youth in acknowledging their responsibility and be accountable for their actions, all activities on the agreement will be accompanied by the care coordination plan to assure that supports needed to procure forward movement in youth's life are identified and put in place. Accountability and support must go hand in hand.

**Diversion Activities:** Mental health services, community-based and culturally specific healing resources, and cultural connection are provided to facilitate deeper healing. These activities integrate the community at large to support accountability and identify solutions to promote healing. Incorporating more activities in the Diversion Agreement options will allow for youth to be held accountable, identify viable ways of repairing harm and reintegrate fully into their communities. Youth will have a "menu" of meaningful engagement activities in which to participate: Restorative Circles, Victim Offender Dialogues, Restorative Conversation, Writing a letter of apology, Writing a letter of accountability, Participation in FUSE for intra-family violence, Community Reparation at their local community, Payment of restitution (If applicable), Referral to treatment, Referral to mental health services, Referral to mentoring, and/or Participation in community celebrations and events hosted by RICH.

6. <u>Program Completion:</u> Once the two activities in the Diversion Agreement are completed, the case is reviewed and approved by the Coordinator and the Program Manager, and uploaded back into the FTP site for CCJD staff to retrieve and close. Youth and family receive notice of program completion.

#### Reporting

Latino Network will maintain and report regularly on Diversion Services in Canby, Estacada, Gladstone, Lake Oswego, Happy Valley, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. RICH Coordinators will maintain consistent communication with city leads via a monthly report including: 1) the number of referrals received from each respective city and 2) the program's progress on Outputs and Outcomes. As per the previous agreement with Clackamas County, the YEVP RICH Diversion Program staff will report the "Outputs and Outcomes" to CCJD quarterly. They will observe Quality Assurance and Data Publishing requirements outlined in the RFP.

#### **Outputs:**

100% of cases have contact attempted (3 that includes a letter) within 30 days of receiving eligible referral from CCJD

100% cases contacted are offered an intake assessment

100% of intake assessments include a Clackamas JCP Quick Screen

100% of Diversion enrolled cases have a success plan

100% of referrals with victim identified are educated on/offered VOD

100% of Diversion Agreements are completed within 90 days

100% of closing forms are returned to CCJD within 14 business days of case closure

#### **Outcomes:**

75 % of youth will not have a criminal referral while enrolled for <3 months.

2. Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.

#### **Experience with Community Resources & Agencies**

YEVP has fostered vital working relationships with local service providers and community partners who are trusted partners in diversion services. In Clackamas County, these relationships include:

Youth Era: Support services to all young people through mentorship, focus on direct services, training, and advocacy. Ant Farm: Supports building healthy communities, families, and teaching sustainability through education and practice. The Living Room: Supports and celebrates LGBTQIA2S+ youth, ages 14-20. NW Family Services: Substance use screening and treatment. Clackamas County Behavioral Health: Behavioral Health and Mental health services. Youth Support Teams in Clackamas County: School Based support teams for youth on formal or informal, supervision, or engaged in community based diversion. **SOLVE:** an environmental non-profit, evolving from a grassroots initiative into a national model for volunteer environmental stewardship. Metro: Park access, recreational and environmental exploration and education opportunities for youth and families. Clackamas County Multi-System Collaborative (MSC): Multidisciplinary workgroup of youth serving agencies focused on improving youth experiences in Clackamas County. LN is a central participant of the workgroup as co-facilitator of the workgroup tasked with planning the agenda and guiding discussion topics. Safety Compass: Safety Compass offers free and confidential advocacy services for survivors of commercial sexual exploitation and human trafficking in Northwest Oregon. Wichita Center: A central location in which to find assistance with food, clothing, housing, dental care and after school programs in Clackamas County. Clackamas Workforce Partnership: Job development and assistance. New Avenues for Youth: Virtual/In Person Groups, hygiene supplies, clothing closet, gender-affirming clothing, peer support, Youth Advisory Council (YAC), and referral to other resources and support, Clackamas Women's Services: Emergency housing for women impacted by DV, sexual assault, and abuse. **Juntos NW:** Harm reduction training, culturally specific outreach training, cultural sensibility, recovery housing. NW Instituto Latino de Adicciones: Culturally responsive addiction services, peer recovery groups, and treatment. **New Day Program:** for participants age 25> experiencing sex trafficking and exploitation.

YEVP's work in culturally centered services and programs for justice-impacted individuals has gained national recognition, and it is a model for enhancing individual, community, and programmatic resiliency based on relationship building, trust, and partnership. YEVP is a founding member of the EBP+ collective, a national group formed to deepen, champion, and improve outcomes relating to the complexities of race and ethnicity, economic status, and contact with the criminal justice system. YEVP also participates in SYNC (Strategies for Youth and Neighborhood Centered Safety), a nationwide violence prevention network funded by the CDC.

3. Describe how you tailor your organization's services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

Tailoring Organization Services for Culturally Specific Needs of Individuals & Community As a culturally-specific organization founded as a grassroots community-driven solution to a community-identified problem, LN's programs are directly informed by participant feedback. Evaluation processes are standard across the agency through pre- and post-participation surveying and collection of funding-required documentation such as demographic information.

Latino Network recognizes that everyone responds differently to trauma – even youth in the same home who have experienced the same traumatic event(s). LN designs and implements programs accordingly and trains staff to be able to recognize the effects of trauma and how to implement culturally specific and responsive trauma-informed practices into every facet of practices with youth and families. These considerations regarding trauma translate into creating predictability through structure while also providing responsiveness depending on how youth and families are responding to programming on a given day.

Many program participants have experienced one or multiple forms of trauma and continue to experience trauma, toxic stress, or microaggressions daily. This can lead to problems sleeping and eating, headaches and stomachaches, depression and anxiety, and decreased performance in school. LN recognizes traumatic experiences are highly individualized and influenced by culture. For example, cultural background can influence not only whether certain events are perceived as traumatic but also how an individual interprets and assigns meaning to the trauma. Some traumas may have a greater impact on a given culture because those traumas represent something significant for that culture or disrupt cultural practices. A person's culture significantly influences how people convey traumatic stress through behavior, emotions, and thinking immediately following the trauma and well after the traumatic experience has ceased. These traumatic experiences then influence how community members are able, or not, to engage in programming and move forward toward healing. This knowledge informs every facet of programming and guides all interactions with youth and families to always create the most accommodating and supportive environment tailored to each individual.

#### **Work with Communities Served**

LN's wide array of services are growing their reach in Clackamas County. Of the 421,401 residents of Clackamas County, 40,342 identify as Hispanic or Latino. 20,699 as Asian, 3,510 as Native, 4,554 as Black/African American, 1,117 as Native Hawaiian/Pacific Islander, 16,123 as another race, and 40,543 as multiracial. Those experiencing the highest rate of poverty are 18 and under (9.9%), 14% are disabled, 4.4% are uninsured, and 11.2% speak a language other than English at home (2020 Census). Latino Network has established relationships with these demographic groups, offering a network of internal culturally specific programs centering Latinx experience, with strong partnerships with demographic-specific organizations who can provide the expertise to support participants in meeting their needs.

Agencywide in Clackamas County, LN served 336 in FY22, 370 in FY23, and 445 in FY24 – and upward trajectory of engagement. In FY24, 333 of participants were engaged in YEVP programs, 55 in Health & Wellness (Healthier Oregon, Community Health Response Program, Community Health Worker Training), 22 in Advocacy & Leadership (Immigration Navigator, Latino Student Action Committee, Latinx Affinity Groups, Unidos, Unidos Navigando Oportunidades-UNO), 13 in Educational Access (Conexiones, Ninth Grade Counts, Early

Escalera, Escalera), 12 in Schools Uniting Neighborhoods (School-Based Community School Programs, Food Pantries), and 6 in Economic Justice (Energy Assistance, Rent Assistance, and Career Coaching). 15 participants were enrolled in more than one program. 16% had family members engaged in services. Participants per city were Canby (45) Aurora (2), Hubbard), Estacada (3), Eagle Creek (2), Gladstone (33), Lake Oswego (18), Happy Valley (36), Clackamas (37), Damascus (8), Milwaukie (includes Oak Grove), Molalla (21), Oregon City (72), Beavercreek (4), Sandy (24), Boring (13), Welches (1), West Linn (20), Wilsonville (16). 65% of these respondents' households experience poverty. 75% of Clackamas County participants were between age 0-17, and 10% between 18-24. 43% of respondents identified as Hispanic/Latino, 41.2% of respondents identified as white, 7.7% identified as multiracial, 2.3% identified as Black/African American, 1.5% identified as Slavic, 1.2% identified as Native American/Alaska Native, 1.2% identified as Asian, and 1.6% declined to answer or were unknown. Of Hispanic/Latino respondents, 82 were Mexican, 7 were South American, 11 were Central American, and 2 were Mestizo. 89 spoke Spanish, 9 spoke Russian, and 1 spoke Cantonese.

#### **Informing Future Services and Staffing**

LN will expand the RICH Community Diversion staff structure to include services for those impacted by harm in the role of Support Specialist/Impacted Party Liaison. This new position will also provide administrative support to the Program Manager to process all expungement orders for youth eligible for expungement. Additionally, LN is establishing a partnership with a community based restorative justice agency to receive Restorative Dialogue referrals and facilitate these services on a regular basis.

#### **5.2.2 DEMONSTRATION OF ABILITY TO PROVIDE SERVICES**

**1. Describe how long your agency/organization has been delivering these services** LN has 27 years of experience serving BIPOC youth and their families in the greater Portland Metro area.

YEVP programs foster community hope to overcome disparities by leveraging prevention strategies and community-based services to reclaim the lives of vulnerable youth, ensure whole families achieve stability, build and experience joy, and ultimately thrive. YEVP administers a range of violence intervention and prevention programs to prevent and address justice system involvement which target youth at varying levels of risk.

YEVP's division model centers around eight core values and principles: Accountability | Contabilidad; Cultural Pride | Orgullo Cultural; Social Justice | Justicia Social; Hope | Esperanza; Respect | Respeto; Family | Familismo; Empowerment | Empoderamiento; and Confidence | Confianza.

#### YEVP's goals are to:

- Provide trauma-informed support, outreach, cultural events, and parenting education to youth and families and prevent them from entering or further entering the justice system.
- Implement restorative justice and culturally centered mentoring curriculum activities to heal individuals, families, and communities and prevent further harm.
- Stabilize individuals and families by assisting to rapidly and efficiently meet needs.
- Provide tailored services adapted to individual clients depending on their level of risk or trauma. Services include short-term services, ongoing case management, and intensive case management/coaching for those at the highest risk.

YEVP participants are involved in activities that intentionally include parenting support and strengthening the family/guardian protective factors. This robust family engagement model includes targeted outreach, rapid navigation to support services, home visitation, and staff that can physically and emotionally meet youth and families where they are. Families are also engaged through events and outreach, frequent communication to ensure a strong foundation for success, regular family engagement events centering culture and cultural celebrations, referrals to other agency programs including leadership classes, Ballet Folklorico, civic engagement, health and wellness support, and economic justice programming.

For over 15 years, YEVP has been a major contributor to the community effort to reduce violence and empower youth in the greater tri-county area through targeted programming in partnership with local, county, and state governments. YEVP serves over 900 individuals annually through its scope of services, including:

**In Multnomah County:** Community Healing Initiative for adjudicated youth and adults on supervision, CHI Early Intervention Community Diversion, Padrinos Mentoring, Teen Nights, Milpa Gun Violence Prevention in Portland and Gresham, and Ballet Folklórico.

YEVP's earliest partnership with Multnomah County's Department of Community Justice, Juvenile Services Division began in 2004 – first through a program called Consilio Somos El Futuro— and since 2011 through the **Community Healing Initiative (CHI)**, a culturally specific case management and mentoring program where highly trained, bilingual, multicultural Latino staff engage adjudicated, gang-involved Latino youth and their families in holistic wraparound support to ensure successful reintegration into the community, with a focus on educational attainment and employment. CHI supports families living within Multnomah County who have a family member under the supervision of the Department of Community Justice (DCJ). In recent years, 100% of surveyed participants in the CHI program reported having made gains in life domains related to having a supportive adult in their life, 63% of surveyed participants reported having made gains in employment and 43% of surveyed participants reported having made gains in education. Building on the success of the CHI initiative on youth, CHI has since expanded to include adults 18-30, allowing Latino Network to continue mentorship for participants who aged out of CHI, and to address the broader target population with high rates of involvement in or exposure to gun violence.

In 2015, LN responded to the need for early intervention to reduce disproportionate rates of system involvement for youth of color. This led to the creation of CHI Early Intervention (CHI EI), which expanded case management to youth following their first arrest for certain low level crimes.

**Milpa Gun Prevention Program** offers a continuum of services to help youth and families move from crisis to stability and thrive using community-based approaches to violence prevention and intervention that focus on addressing the root causes of violence. Milpa's target population is Latinx youth and families who have been directly or indirectly impacted by gun violence.

**Teen Nights and Ballet Folklorico** are part of the prosocial activities offered to promote cultural and social interactions to divert youth from exposure to violence.

**In Washington County:** YEVP began offering services in Washington County in 2017. Current services include ROSA - Community Based Juvenile Crime Prevention, ROSA - School based in Hillsboro School District, Raices Family Navigation and Mentoring for adjudicated youth, and Raices Early Intervention Community Diversion Program.

Resiliency through Opportunities & Success for Adolescents (ROSA) is a community diversion program created in partnership with Washington County Juvenile Department in 2021. The program employs two coordinators receiving referrals directly from the Washington County schools and the Washington County Juvenile Department. The primary purpose of the program is to address the root causes of youth behaviors that lead to justice involvement. The program is in partnership with Portland Opportunities Industrialization Center.

Raices Early Intervention (EI) is a community diversion program that provides assessment and support for referred youth in Washington County to take accountability for their actions, repair the harm, connect them to services and prevent them from deeper involvement in the juvenile justice system. This program is a partnership between Washington COuty Juvenile Dep and LN.

**In Clackamas County:** The relationships and partnerships YEVP has built in Clackamas County over the past five years have necessitated the expansion of Clackamas County services to three community based programs in addition to RICH Community Based Diversion.

A key component of program expansion is the Whole Family Approach, a wrap-around program strategy integrating a case management component. Youth and families receive additional support through individual goal setting, strengths and needs assessments, as well as a bridge to wraparound services provided in-house or elsewhere in the community. The goal of family navigation is to connect families to services based on their immediate needs, and eliminate barriers that families may face accessing those services. Latino Network operates programs which not only serve Latino youth, but also serve youth and families from diverse racial and cultural backgrounds.

**HEART Family Navigation:** The HEART (Healing, Engagement, Advocacy, Engagement, Training) Family Navigation program engages justice involved youth and youth who have displayed high-risk behaviors. Family Navigators work with youth and families to develop family-driven case plan goals. Services are delivered inside the homes, neighborhoods, schools, and workplaces of individual families.

RICH SB-SBIRT: The RICH School Based-SBIRT program is in partnership with CCJD and Gladstone School District. This program is an upstream approach to reduce juvenile justice involvement by early identification of needs. The program utilizes an integrated public-health practice model to support youth using Universal Screening, Brief Intervention, and Referral to Services (SBIRT). Latino Network provides family navigation services to youth identified through the program as needing support connecting to services in the community by connecting youth and families with resources and support systems, facilitating interaction with communication providers; streamline tasks, appointments and paperwork, helping parents/families identify and access financial services to pay for their service needs, helping parents/families arrive at scheduled appointments on time and prepared, helping decrease parents/families fear and anxiety, and helping parents/families identify and utilize appropriate social services.

**RICH JIAC:** This program supports the families of youth entering the Clackamas County Juvenile Intake and Assessment Center. The mission of the RICH JIAC Family Navigator Program is to assist families seeking additional support and access to resources in their community. This is possible through YEVP's relationship-based approach with the family that values trust, respect, autonomy, and family voice. Youth will receive care coordination and an individualized plan to help support their development.

2. Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes, and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

#### **Agency Contracts Within Last Two Years**

The primary Clackamas County agency contract for Community Diversion Services has been held since 2019. Care coordination aligns across all three diversion programs in the three regional counties. CHI Early Intervention since 2015, ROSA since 2020 and Raices Early Intervention since 2021.

#### **Experience Providing These Services**

The last five years of experience partnering with CCJD through the RICH Community Diversion Program have developed an established system and infrastructure, including the staff knowledge and experience and inter-agency relationships and partnerships, which allow for a seamless transition into the next contract period. Relationships which are particularly influential include those with the Clackamas County Juvenile Department, and the Clackamas County Sheriff and city Police Departments.

Challenges, Successes, and Program Development/Service Delivery Issues
YEVP has identified areas where service delivery can be improved when implementing the
RICH Community Diversion Program in Clackamas County.

One evolution in approach includes enhancing LN's capacity by partnering with a community based restorative justice service provider who will conduct activities with youth participants. YEVP is in the planning phase with Lutheran Family Services-Victim Services for this partnership and will be solidifying this partnership through a Memorandum of Understanding for services to be performed. All activities determined in the Diversion Agreement will be completed within LN oversight.

The YEVP Program Specialist/Impacted Party Liaison will connect with those harmed to explain the program, the process, and will send the referral to the partnering agency to initiate the development of the Dialogue. Coordinators will explain the process to the youth and family when a harmed party is identified in the police report. If both parties consent to proceed, the Program Specialist/Liaison will refer the youth and the harmed party/parties to the trusted community based Restorative Justice program to coordinate and facilitate the Dialogue. Restitution may be completed during this step. Additionally, those who have experienced intra-family violence can be referred to the FUSE workshop series.

YEVP has built its own division resilience under the leadership of Division Director Ximena Ospina. Amidst challenges in internal staffing and external agency turnover, a turbulent funding ecosystem, and other unexpected events like a global pandemic, increased community violence and wildfires, the YEVP team has continued to provide quality programs and services for a growing number of youth and families. The YEVP division now employs 33 professionals across the three metro counties, dedicated to working with youth and families at the intersections that can lead to justice involvement. From prevention, care coordination to family navigation and case management, the YEVP teams bring a wealth of expertise, life experiences, education, passion, and strategy to make the community's vision a reality.

According to the RICH Program Outputs & Outcomes Report from FY24, 221 referred cases met eligibility criteria to participate in the RICH Diversion program. 100% of referred cases were offered an intake assessment. 86% of referred cases completed a success plan. 164 participants (74%) of those who were referred were eligible. 141 participants completed the program (86%). Only 2 individuals elected to stop engaging in the program after they had started participating, and only 1 did not successfully complete the program. In reporting to CCJD, Latino Network was successful in returning 99% of closing forms to CCJD within 14 days of case closure, and 97% of diversion agreements were completed within 90 days of contact. 85% of referrals received contact within 30 days of eligibility. The YEVP division tracks this information in Efforts to Outcomes (ETO), a cloud-based software, in collaboration with Latino Network's Director of Evaluation.

## 3. What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?

#### Strengths, Resources, & Abilities

YEVP's programs have demonstrated success due to:

- Culturally-competent staff who are representative of those served.
- Honoring the lived experiences and choices of youth served and their families.
- Providing youth and families with access to opportunities that empower them to set and meet measurable strengths-based goals.
- Delivering services to youth and families in their own cultural and physical space to preserve dignity, provide emotional safety, and develop mutual respect and vital rapport (churches, community meeting spaces, etc.).

Latino Network's majority-Latino staff and board are members of the community, and have a direct relationship which gives them a close understanding of the structural and individual racism or discrimination experienced by Latinos and personal knowledge of the barriers, challenges, or disparities unique to their community's experiences. The Latino organizers who founded Latino Network codified a majority-Latino representation in the organizational bylaws — which ensures that the vision for a thriving Latino community is exacted and driven by Latino staff, board, and community. Latino Network is therefore uniquely positioned with "speed of trust", due to its inherent integration and tied futures with the community served. Latino Network has earned a reputation of respect from its served community due to demonstrated action on feedback provided to the organization on how to address community needs. This feedback loop, which is pivotal to the success of culturally-specific organizations, provides an environment of reliability, trust, and cultural understanding which allows community members to feel safe. LN's participants know that their feedback results in change.

In FY24, LN experienced a staff growth rate of 16% since the previous year, with an average tenure of 3 years. The staff turnover rate of regular staff was 8.6%. Of employees, 89% identified as BIPOC, and three out of four employees identified as women.

A defining strength of LN is the network of internal agency services that provide participants with wrap-around support, such as those offered in Economic Justice, Advocacy, and Health and Wellness Departments. Through the Health and Wellness, participants can be referred to the Rockwood Mobile Health Services Clinic, which includes dental care services in partnership with Medical Team International (MTI). Two significant obstacles prevent people from receiving care – cost and access. Latino Network and MTI are committed to breaking down those barriers by delivering free dental care to patients on Mobile Dental vans. Health and Wellness also offers care through Community Health Workers, who offer resource navigation for participants

including OHP enrollment, linguistically specific health education resources, and soon Medicaid billing for Health Related Services. The Economic Justice Department provides housing placement, case management, home retention, energy assistance, short-term rent assistance, and career coaching programs. The Advocacy department offers Leadership programs such as Academia De Lideres, which equips emerging grassroots Latino leaders from Portland and surrounding areas with the tools needed to become agents of change and to advocate for the community's best interests, and Unidos Leadership. Participants build leadership skills, organizing capabilities, and the capacity to engage in local governance to have their voices heard. The program introduces participants to Portland, Multnomah County, and Metro (among others) government structures, officials, and decision-making processes.

In FY23, LN's Division Outcomes included successes in Early Childhood services, where 77% of children demonstrated gains in early literacy skills. 97% of parents demonstrated scaffolding their children's early literacy development. In Educational Access Programs, 69% of youth participants maintained a 90% or better attendance rate, 71% of youth participants had a 2.5 or better GPA, 98% of seniors graduated high school, and 82% of Escalera participants were retained in their Senior year. In YEVP, 89% of participants reported having a supportive adult in their lives, 61% of participants were enrolled in school, GED, or Post-Secondary education, and 76% of participants were employed, looking for work, or enrolled in a job training program.

#### **5.2.3 STAFF DESCRIPTIONS AND QUALIFICATIONS**

1. Describe the duties and qualifications (e.g., education, training, experience, and license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.

To complete the scope of work in the RFP, LN's YEVP division proposes a staffing structure with a total of 3.17 FTE per year:

0.02 FTE Division Director

0.15 FTE Associate Director

0.50 FTE Program Manager

2.00 FTE Diversion Coordinator

0.50 FTE Program Specialist and Impacted Party Liaison

#### **Key Staff Positions With Duties and Qualifications**

**YEVP Division Director Ximena Ospina** (BA Anthropology, Universidad de los Andes in Bogota) has been working in the violence prevention field for nearly 15 years.

Ximena began with Latino Network in the Community Healing Initiative (CHI) program in 2015. One of her first projects as a new manager in 2018 included designing and implementing diversion services in collaboration with Clackamas County and overseeing the Multnomah County community-based diversion program. She now oversees 11 YEVP programs, regularly collaborates with state and local juvenile justice systems, and is a local leader in Latinx youth violence prevention.

She is also a part of the JREP Justice Reinvestment Equity Program statewide evaluation committee, Multnomah County Gun Violence Review Committee, Multnomah County Gun Violence Review Implementation Committee, Restorative Justice Grant Advisory Committee from the Oregon Criminal Justice Commission, and most recently selected to be a part of the National Strategies for Youth and Neighborhood Centered (SYNC) Safety Learning Community (a Center for Disease Control and Prevention (CDC) funded project designed to increase

partnerships with community-based organizations (CBOs) that serve Black and Brown communities with inequitable risk for violence and educate the field about the role of public health in building safer communities).

Ximena holds two executive management certificates from Georgetown University Center for Juvenile Justice Reform: Transforming Juvenile Probation and Transforming the Youth System. She is a trained family and neighborhood mediation and restorative dialogue facilitator. Ximena assisted in the founding of the EBP+ Collective, a national collaboration of CBOs providing culturally specific violence prevention programming. Ximena can be reached at ximena@latnet.org, or (503) 283-6881.

In the scope of this program, the Division Director provides oversight of strategy, program development, and implementation. She serves as the point of contact for the contract between LN and CCJD, and as a liaison to Latino Network's Leadership and Executive Director regarding the RICH Diversion Program.

**YEVP Associate Director Edgar Cuellar Rubio** (BA Psychology, Portland State University) Edgar has been working in Latinx specific community-based services for 10 years. Before Latino Network, Edgar led a violence prevention program in the Cully Neighborhood in Portland as an AmeriCorps member.

Edgar then began working in LN's educational access program as a Youth Advocate 8 years ago, gaining a foundational understanding of the impact of educational and culturally affirming services as a prevention method for at-risk youth. Edgar then moved on to work in the Community Healing Initiative, gaining direct service experience with youth and adults on supervision, addressing the root causes of violence and recidivism. Due to his experience, diligence, innovation, and ability to center participants and provide positive impact, Edgar was then promoted to YEVP Senior Manager. Now in the Associate Director role since July 2022, Edgar works to provide higher level leadership support to the YEVP Director, maximizes the impact of our Youth Empowerment and Violence Prevention programming, oversees various county violence prevention contracts, ensures program outcomes are being monitored and met, and supports overall program efficacy.

Edgar leads the Division's work in Clackamas County and Washington County and directly supervises the manager overseeing the Diversion program. He has held the position as a co-chair for the Clackamas County Multi System Collaborative (MSC) Advisory Council from 2021-2023. The MSC is a multidisciplinary workgroup that focuses on improving youth and family outcomes in Clackamas County. Currently Edgar is the co-chair of the Youth Justice Equity Coalition (YJEC) in Washington County. The Youth Justice Equity Coalition is composed of members that represent agencies who are committed to transforming systems that impact the lives of youth and families. Specifically, the YJEC group works to address racial inequities across systems by engaging system partners, community based organizations, school district personnel, community members, and other key stakeholders. Both the MSC and YJEC are byproducts of The Center for Juvenile Justice Reform Certificate Programs from Georgetown University, which focused on transforming the youth justice system, and improving youth outcomes. Edgar can be contacted at cedgar@latnet.org, or 503-853-3323.

Through the scope of the program, the Associate Director will monitor and oversee systems-related work with CCJD, school districts, police jurisdictions, and other key system and community partners, as well as the training of staff to assure program fidelity to the model. Other responsibilities include strategizing new partnerships in the County, overseeing the

communication with the County on invoices, contracts and reports, the distribution of newsletters to Community partners, and consultation regarding Juvenile Department process questions or unique circumstances.

YEVP Manager Araceli Alonso-Garcia (BA Social Science, Minor Chicano Studies, PSU) is the dedicated RICH project manager and oversees RICH's daily operations and staff. Prior to LN, Araceli was employed in retail management and youth recreation programming. Since joining LN, Araceli has progressed professionally to YEVP Manager. Araceli started her career at Latino Network in the Educational Access Programs and later transitioned into the RICH Diversion Program where she held the role of RICH Diversion Coordinator. She played an integral role in program implementation, and program outcomes. Araceli is a member of the LGBTQIA+ Workgroup, a group of members of youth-serving agencies of Clackamas County who seek to achieve welcoming and affirming environments for Lesbian, Gay, Bisexual, Transgender, Queer, Non-Binary+ (LGBTQN+) youth and their families. Through the scope of this program. Araceli receives referrals from CCJD and assigns youth to a Coordinator, balances caseloads, revises closed Diversion Agreements and sends them back to CCJD, sets agendas for coordinated meetings between LN and CCJD, provides consultation regarding situations that come up with the program, staff, specific cases, or procedures, assures all expungement orders are processed in a timely manner and signs them, trains new staff, participates in systems or community partner meetings as appropriate, and creates/maintains the RICH Diversion Program Manual. Araceli also is responsible for signing all expungement orders and sending those back to CCJD within the required timeframe.

Two (2) RICH Diversion Coordinators will be engaged in this program, including current **Diversion Coordinator Jannett Alcantar**. Jannett has worked in LN's Health & Wellness programs and now brings this expertise to the YEVP division. Diversion Coordinators like Jannett receive eligible referrals and sets up intake meetings, facilitate intake meeting(s) which include assessments, intake paperwork and the Diversion Agreement, include DHS caseworker when youth is a crossover youth, engage and support youth through the RICH Community Diversion Program, consult with case specific questions, participate in coordinated meetings between LN and CCJD as appropriate, and participate in systems or community partner meetings as appropriate (such as YST meetings).

New to this RFP proposal is the **RICH Program Support and Impacted Party Liaison Alondra Lopez**. This position provides administrative support to the Program Manager, processing the expungement of records for orders received, connection with harmed parties to explain the Dialogue Program, and makes referral to community-based organization who will facilitate the dialogue if appropriate.

#### **Contract Services**

As part of this RFP process, the YEVP team has identified community partners to provide contracted services for Victim Offender Dialog VOD and Restorative Circles. While MOUs are not in place, the team is confident that among current partners there are contractors who will provide these services utilizing the values and approaches of the RICH Community Diversion Program at large.

2. Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.

#### **Administrative Management Structure**

Latino Network is led by the Executive Director and the Board of Directors. Senior Leadership consists of an Operations & Culture Director, Associate Deputy and Deputy Director of Programs, Director of Finance, and Director of Philanthropy. Leadership consists of 16+ Directors and Associate Directors, overseeing 36+ programs.

Administrative Management is led by the Admin Department, including Finance, HR, and Operations. Over a dozen administrative employees manage the complex financial, human resources, and administrative functions necessary to operate the scope of work in this proposal in addition to the rest of the \$22M+ annual agency budget. Capacity investments have increased administrative capacity to match the programmatic growth the organization has experienced in the last five years.

Each Department/Division within the organization is led by a Director and Associate Director. The Associate Director provides the direct supervision of the Program Manager. The Program Manager provides the direct oversight of the daily operation of the program and the staff. With multiple layers of management and direction, there is proper administrative support to empower direct service staff to complete their scope of work effectively.

#### **Existing Operational Policies & Procedures**

LN Operational Policies & Procedures are established and monitored by the Operations and Human Resources Departments. These include Safety Policies including incident reporting. LN uses Paylocity, a cloud-based HR software to manage staff payroll, benefits administration, and other Human Resources needs. This has expanded the agency's capacity to administer staff-wide training on policies and procedures, track employees time accurately between multiple projects, and curate an internal data set throughout onboarding, employment, and offboarding, ensuring a high level of accuracy in internal reporting.

LN uses an in-house finance system using Intacct, a cloud-based system, which provides real-time financial accounting tools to track all grants, contracts, and other revenue sources. The source of all funds and how funds are spent are able to be tracked to ensure compliance. Finance staff have effective control over and accountability for all funds, property, and other assets, and can easily report on the comparison of expenditures with budget amounts for every grant/contract. Development staff utilize EveryAction, a cloud-based Customer Relationship Management software, to track awards, gifts, and contract related information. LN is confident in the established systems and processes necessary to manage the scope of work.

LN has extensive experience managing large state, county, and foundational grants and contracts which require complex and timely systems to maintain compliance. LN has routinely followed all contractual requirements and performance measures. LN has received an unqualified opinion from their auditors (Kern & Thompson LLC), concluding that LN's financial statements present fairly the results of the company's operations and its financial position according to GAAP principles (Generally Accepted Accounting Principles). In addition, LN received "an extremely clean monitoring report" from Worksystems, Inc, indicating no findings or recommendations.

3. Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.

#### **Staff Supervision**

LN's organizational culture creates a sense of familia among staff and leaders, who are all working together to support a growing Latino community so that youth, families, and communities thrive.

LN uses a Performance Management System for all staff that includes a comprehensive on-boarding and orientation plan, a six-month check-in, and an annual performance review. The intent of the system is to create ongoing, regular, and open conversations between staff and managers to provide constructive feedback and support staff in succeeding. Latino Network encourages staff to gain skills to become more proficient in their job and build professional skills.

The following techniques are employed across the agency: Annual performance evaluation and professional goal setting with direct supervisor for all staff; Regular one-on-one supervision or check-ins for all staff with their direct supervisor, typically weekly. Weekly supervision provides a space to address challenges in a time sensitive manner, align priorities and provide updates; Semimonthly team meetings for managers within their division to connect regarding program issues and participants; Program Managers facilitate weekly program-level team meetings with their staff; Monthly all-staff, agency-wide meetings build camaraderie, communicate information, and celebrate accomplishments; and Ongoing professional development opportunities, including local and national conferences.

Within the program, RICH Diversion Coordinators and the Program Manager meet with CCJD Division Manager monthly to discuss key program elements, share program updates, staff specific referrals, and ensure program compliance. Additionally, the YEVP Associate Director and RICH Program Manager attend a quarterly contract compliance meeting alongside the Clackamas County Division Program Manager, Administrative Services Manager, and CCJD Assistant Director. This meeting ensures contract compliance by reviewing contract deliverables, budget analysis, and assessing effectiveness of programs.

#### **Staff Resolution & Corrective Action**

In LN's leadership structure, supervision and oversight is layered, reducing the opportunity for errors or mistakes. Should staff require corrective action, or a grievance requires resolution, LN leadership is trained in the processes and procedures outlined in the LN employee handbook.

4. Describe any training provided to staff to strengthen skills and personal development.

#### **Skill Development**

All program staff receive yearly training designed to strengthen key aspects of their work with youth and families. Training is designed to be culturally relevant, and topics include youth development, early literacy, trauma-informed approaches, classroom management & teaching skills, inclusion strategies for youth with accessibility needs, building positive parent-child relationships, popular education methodology and practice, leadership skills, and group facilitation and outreach strategies. Program staff who will be actively engaging with the community also receive training on how to ensure their curriculum is culturally specific. In addition to formal training, the program staff receives intensive on-the-job training, mentoring, and coaching.

Staff are certified in two SAMHSA evidence-based models to deliver high-quality service: Assertive Engagement and Trauma-Informed Care, as well as motivational interviewing and suicide prevention. YEVP staff employ these practices to provide youth and families with the most responsive mentoring and case management. Additionally, LN trains and provide review to 100% of staff in the following culturally specific violence prevention and intervention curricula (total of approximately 40 hours a year): YEVP Program Model, Collaborative Change Framework, Bridge 13 (working with LGBTQ+ youth) training, Secondary Traumatic Stress/Vicarious Trauma, Family Engagement Framework. Restorative Practices Framework, Trauma ToolKit, Transforming Juvenile Probation Framework, La Cultura Cura framework, Motivational Interviewing, and El Joven Noble Facilitator Training.

#### **Personal Development**

Latino Network believes in the investment of staff. Agency values are not only for those served in the community. Senior Leadership has partnered with Xenium to offer Directors and Managers supervisory training throughout the year. One of the organization's recent priorities has been to take an inventory on wellness practices and promoting staff self-care. LN contracts with Silver Lining to offer workshops on mental health topics focused on emotional wellbeing. LN has also implemented agency wide Rest and Recovery weeks through the year to ensure staff are taking time off to rest or recover from the demands of working in the community.

LN's most recent employee manual outlines its employee benefits, including a Sabbatical policy for employees of the organization for 5 or more years. Additionally, a milestone recognition for staff following their first full year of employment and beyond includes cash bonuses, paid leave, and other incentives. Other benefits include short and long-term disability, 401(k), Flexible Spending Account, and other leave policies for emergency or traumatic incidents.

Agency-wide training in Personal Development includes 11 hours total in the following topics: The Art of Self-Care: MindSculpt, Resiliency In the Face of Stress & Trauma, Building Resiliency, Understanding Anxiety, Finding Joy, Vicarious Trauma, Combating Burnout, Navigating Depression, Building Internal Motivation, and Coping with Traumatic Events.

Peer Groups: YEVP has built staff learning groups which are designed to bring together staff members with similar roles and disciplines to align best practices, promote collaboration, build relationships, and promote skill development.

#### **5.2.4 CULTURAL AND GENDER RESPONSIVITY**

1. Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (LGBTQQI+) youth and families.

#### **Culturally Responsive Services for Families & Youth of Color**

The Coalition of Communities of Color published <u>Investing In Culturally And Linguistically Responsive Behavioral Health Care In Oregon</u>, in which findings are detailed from their statewide research into how BIPOC community obtains services, and provide recommendations for how to increase culturally and linguistically responsive services for communities of color. The most cited barrier to accessing services is that providers, and the services they offer, are not culturally and linguistically responsive, which in turn leads to less utilization, awareness, and trust in the system. The majority of BIPOC individuals receive care from religious figures, traditional healers, community-based organizations, and clinics, and encounter many barriers, including distance, cultural and linguistic, process, communication, safety, and insurance issues.

As a culturally responsive organization, Latino Network has a demonstrated record of a higher level of client retention for participants in comparison to their retention in mainstream services, as well as longer periods of sustained engagement; reduced pathologizing of distress; and affirming racial identity and pride; due to the utilization of holistic interventions like cultural traditions or culturally responsive programming.

LN has a proven track record of successfully engaging the hardest to reach constituencies and reducing disparities in outcomes for all participants. While LN programs are rooted in the Latine cultural heritage and traditions, and led and implemented by bicultural and bilingual staff, participants of all cultural or racial backgrounds can benefit from LN's culturally responsive programs and services.

#### **Culturally Responsive Services for LGBTQIA+ Families & Youth**

LN regularly offers its programming in partnership with LGBTQ specific community organizations and partners to engage with community members with intersectional identities. LN advocates on behalf of its diverse community partners, including the Coalition of Communities of Color, PDX Latinx Pride, the Q Center, Self Enhancement Inc. (SEI), the Immigrant & Refugee Community Organization (IRCO), and the Native American Youth and Family Center (NAYA). LN further supports fellow minority communities and culturally specific/responsive organizations with volunteer support, sponsorships, specialized training, and capacity building. This past year, a group of 42 staff, participants, friends, and family members, marched as an organization for the second time in the Portland Pride Parade.

For school age youth, LN implements an evidence-based curriculum adapted to be culturally specific, Making Proud Choices ("MPC"). MPC guides participating youth to make safe choices, seek support to promote mental and sexual wellbeing, and ultimately lead healthier lives. This was made possible as part of the Adolescents and Communities Together (ACT) partnership between Multnomah County Health Department, Planned Parenthood of Columbia-Willamette, Self Enhancement Inc, Native American Youth and Family Center, Boys and Girls Club, APANO, and other partners. For parents, LN uses the Opciones y Educación (OYE) curriculum, originally developed by a coalition of community organizations and individuals. LN conducts ongoing adaptations to this curriculum to include additional topics and address the unique cultural or linguistic needs of participants. OYE creates a safe and comfortable environment that fosters open dialogue about youth-adult communication, body image, healthy relationships, gender roles, LGBTQIA+ sexualities and identities, sexual decision-making, sexually transmitted infections (STIs), and family planning.

Since implementing ACT and OYE programming, LN receives feedback from participants and staff regarding how to strengthen facilitator training and curricula in order to be more inclusive of the multiple and intersectional identities of participants. Feedback previously indicated the need to improve services for youth with intellectual and developmental disabilities, youth in the juvenile justice system, and, most notably, LGBTQIA+youth. Through observation of Sexual Health Facilitators providing instruction, the struggle to explain the array of sexual orientations and gender identities that exist and model safe and supportive environments for all identities became clear. This spurred the Health & Wellness staff to generate solutions to strengthen these areas of improvement. The dialogue with the community was instrumental in identifying the need to proactively explore multiple avenues of engagement and expand classes into LGBTQIA+ specific spaces.

2. Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.

#### Foundational Training in Cultural & Gender Responsivity

In 2010, LN participated in Western States Center's "Uniting Communities" training to remove organizational barriers for LGBTQ staff, and to ensure that all kinds of families and caregivers feel reflected, welcomed and affirmed in LN programming.

Currently, YEVP teams are trained through the Bridge 13 program by New Avenues for Youth. "Bridge 13 provides educational workshops on the concerns/needs and joy/celebrations of LGBTQIA2S+ communities, with particular focus on how to better serve, support, and affirm LGBTQIA2S+ youth and individuals. The program offers educational and technical support in variety of settings—organizations, businesses, schools, healthcare providers, government agencies, and more—in and around Multnomah and Clackamas counties. Activities range from focused, singular trainings that address specific concerns to multipart series that allow for a deeper exploration of LGBTQIA2S+ equity." (New Avenues for Youth <a href="https://newavenues.org/bridge-13/">https://newavenues.org/bridge-13/</a>)

# 3. Describe how you promote equity, diversity, and inclusion in your programming and Staffing.

#### **Equity, Diversity & Inclusion in Staffing**

LN's majority-Latino staff and board are members of the community, and have a direct relationship which gives them a close understanding of the structural and individual racism or discrimination experienced by Latine community and personal knowledge of the barriers, challenges, or disparities unique to their community's experiences. The organizers who founded LN codified majority-Latino representation in the organizational bylaws – which ensures that the vision for a thriving Latino community is exacted and driven by Latino staff, board, and community. LN is therefore uniquely positioned with "speed of trust" due to its inherent integration and tied futures with the community served.

LN's staff has a personal understanding of the experiences of the served community. They are representative of the many cultures, races, backgrounds, languages, and experiences of participants, with one in eight staff members being prior program participants. Participants report feeling affirmed in their identities as they are mirrored by staff and board, and that core Latino cultural concepts are celebrated and normalized within the organization.

Intersectionality is a strength of LN staff. LN strives for diverse representation in leadership positions, with a majority of leadership identifying as people of color and women. LN is proudly an open and affirming organization with a history of recruiting, hiring, and retaining staff of diverse experience and backgrounds, ensuring the organization is representative of our target populations. Currently 7% of staff identify as LGBTQIA2S+, and growing.

#### **Equity, Diversity, & Inclusion In Programming**

As a community-based, inclusive and affirming organization, LN creates a sense of safety and belonging for the Latino community through three main strategies: having staff, board members, and volunteers who reflect the community's cultural and linguistic identities, integrating core cultural constructs and worldviews of the Latino community into all programs and infrastructure, and building community leadership among youth and adults to create lasting positive change.

All LN services and evaluation are developed with an equity lens, considering how to reduce or remove barriers, ensure inclusivity, and create a sense of safety and belonging for all participants.

LN was founded to address the very inequities and barriers experienced by the BIPOC community which DEI and Anti-Racism initiatives are designed to dismantle. The principles of racial equity are central to LN's mission and services. Low-income and immigrant communities experience racism, economic oppression, and language barriers, which exacerbate poverty, mental health struggles, and low student achievement while contributing to a sense of exclusion from the civic and public sphere. LN services support youth and families from their children's early childhood through their high school graduation and beyond so as to remediate disparities in social, economic, and educational access.

4. Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians as well as for youth and/or parent and guardians who are non-English speakers, but speak languages other than Spanish.

Linguistically Appropriate Services for Monolingual Youth, Parents, & Guardians
All curricula used by LN are culturally and linguistically specific to the population served by the program. Program materials, resources, and communications can be delivered entirely in Spanish or English with sensitivity to the linguistic diversity of youth and families served. Effectiveness of monolingual services, including those utilizing interpretation and translation services, are monitored through feedback from program participant surveys.

### Ability to Provide Linguistically Appropriate Services for speakers of languages other than Spanish and English

While Latino Network specializes in bilingual services in Spanish and English, they are also established in providing services to speakers of languages other than Spanish and English. In the last year, languages spoken by LN participants include Vietnamese, Russian, Chinese (Mandarin, Cantonese, etc), Somali, Ukrainian, Romanian, Nepali, Chuukese, Arabic, Hmong, Akateco, Amharic, Bosnian, Creole, French, Lao, Maay-Maay, Mixteco, Portuguese, Purapecha, Swahili, Tagalog, Tigrigna, and Tonga.

YEVP has a language interpretation account with IRCO's International Language Bank (<u>ILB</u>) where staff can request in person/remote interpretation or translation services as needed. Interpretation and translation is also provided by the Collective of Indigenous Interpreters of Oregon (CIIO), a group of interpreters of Indigenous languages from regions presently-known as Mexico and Central America. (Pueblo Unido).

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Total Personnel Cost Office Space Lease Direct Staff Trainings & Development	es es es	184,725 4,440 2,600	ee ee ee		190,267 4,440 2,600		195,975 Direct M 4,440 2,600	\$ laterial \$	195,975       \$ 201,854       \$         Direct Materials & Services Cost       4,440       \$         2,600       \$ 2,600       \$	50.		\$ 107,073 \$ 2,220 \$ 1,300	0.0	995,441 36,500 13,000
Trainings & Development-Agency Wide Allocations	\$	776	89	489 \$	717	S	717	€	716	<del>5</del>	977	\$ 489	\$ 6	4,885
Direct Staff Meeting Expenses Direct Service Program Transportations Direct Service Program Transportations Direct Services Client Assistance Direct Service Program Supplies Direct Staff Parking and Mileage Repairs & Maintenance-Agency Wide Allocations Direct Brogram Equipment IT ServicesAgency Wide Allocations Direct Staff Celiphone & Internet Telephone & Internet-Agency Wide Allocations Direct Service-Direct Supplies Office Supplies Ger-Agency Wide Allocations Direct Service-Office Supplies Office Supplies Ger-Agency Wide Allocations Direct Service-Printing & Coping Printing & Coping Printing & Coping Allocations Total Materials & Service Total Direct Expenses Indirect Expenses Indirect Expenses Total Expenses Total Expenses Total Expenses	**************************************	2.185 400 1.000 2.0000 2.0000 2.700 1.076 477 5.076 5.076 5.076 6.	× × × × × × × × × × × × × × × × × × ×	1,093 S 200 S 200 S 200 S 1,000 S 1,350 S 750 S 220 S 242 S 242 S 242 S 243 S 1,937 S 1,9	2,185 400 1,000 2,0000 2,700 2,700 1,076 407 1,076 3,044 504 483 880 497 27,019 27,019 386 217,286 33,587	× × × × × × × × × × × × × × × × × × ×	2,185 400 1,000 2,000 2,700 477 1,500 1,076 3,974 5,00 5,00 5,00 6,00 4,97 3,86 4,97 3,86 4,97 3,86 4,97 3,86 4,97 3,86 4,97 3,86 4,97 4	• • • • • • • • • • • • • • • • • • •	2,185 400 1,000 2,000 2,700 477 477 1,500 1,076 3,744 5,00 6,00 4,07 4,07 4,07 4,07 27,019 22,019 23,302	8 S S S S S S S S S S S S S S S S S S S	2,185 400 1,000 2,000 2,000 2,700 477 1,500 1,076 3,944 5,00 483 800 800 800 800 800 800 800 8	\$ 1,093 \$ 5 000 \$ 1,00	8	10,925 2,000 5,000 10,000 11,500 13,500 2,385 7,500 12,875 2,570 2,570 2,570 2,570 2,485 1,144,886 1,144,886 1,316,584