



CHRISTINA L. McMAHAN
DIRECTOR

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

October 5, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Latino Network for the School-Based Screening, Brief Intervention, and Referral to Treatment program. Total value is \$975,000 over 3 years. Funding through Opioid Settlement and Federal funds. No County General Funds are involved.

Previous Board Action/Review	None.		
Performance Clackamas	1. Provide community-based prevention, diversion, system navigation and connection, and family engagement services to youth and families so families receive the support needed to prevent or interrupt further involvement in the juvenile justice system. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Ed Jones	Contact Phone	503-650-3169

EXECUTIVE SUMMARY: This proposed contract provides the ability for the Clackamas Juvenile Department (CCJD) to continue to contract for the next three years with Latino Network for School Based, Screening, Brief Intervention, and Referral to Treatment and Services (SBIRT) in the Gladstone School District pilot program in both the high school and the middle school, and for family navigation services, and referral to treatment and services for identified youth through the Juvenile Intake and Assessment Center’s (JIAC). SBIRT is an early identifier of risk factors that can lead to juvenile justice system involvement. The goal is to identify individual youth that may be presenting with substance abuse, mental health, and/or suicidal ideation, and to refer these youth and families to needed services within the community. With CCJD, Latino Network successfully implemented the School Based-SBIRT program in the 2022-2023 school year with Gladstone High School staff and students, and has successfully supported youth and families. Latino Network has the training and ability to continue this program.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Contract Agreement.

Respectfully submitted,

Christina L. McMahan
Juvenile Department Director

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8566**

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 **September 30, 2026.**
- 2. Scope of Work.** Contractor shall provide School Based-Screening, Brief Intervention and Referral to Treatment and Services (“Work”), further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed nine hundred seventy-five thousand dollars (\$975,000.00), for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget attached hereto as Exhibit B and incorporated by this reference herein.
- 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: Yes No
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: <https://www.clackamas.us/finance/terms.html>. Travel 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, and Exhibit A.

7. Contractor and County Contacts.

Contractor Administrator: Ximena Ospina-Todd Phone: 503-283-6881 Email: ximena@latnet.org	County Administrator: Ed Jones Phone: 503-650-3169 Email: ejones@clackamas.us
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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.
<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> 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 Contract 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 as of the date of notice of termination, 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 (“**Confidential Information**”), 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. Reserved.**
- 30. Reserved.**
- 31. Reserved.**
- 32. Reserved.**
- 33. Reserved.**

34. RELEASE OF DATA. 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, but not limited to, the Oregon Public Records law. The provisions of this section does not restrict County from disclosing data gathered in performance of this Contract to another person or organization for use in research, program performance reporting, training or educational purposes so long as the disclosure is permitted by applicable law and does not include any personally identifiable information (including 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.


35. 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



Authorized Signature

9-27-23

Date

Signature

Date

Tony DeFalco, Executive Director

Name: _____

Name / Title (Printed)

Title: _____

135762-93

Oregon Business Registry #

Approved as to Form:

DNP/Oregon

Entity Type / State of Formation



County Counsel

09/27/2023

Date

EXHIBIT A SCOPE OF WORK

The Contractor shall provide School Based-Screening, Brief Intervention, and Referral to Treatment and Services (School-Based SBIRT) to youth in the Gladstone School District and Family Navigation Services ("Work") to youth referred from the Gladstone School District as well as the Clackamas County Juvenile Department's Juvenile Intake & Assessment Center (JIAC), as detailed in this **Exhibit A**.

The County Contract Administrator for this Contract is: Ed Jones

- 1. Program Goals:** The goal is to provide proprietary School Based-Screening, Brief Intervention, and Referral to Treatment and Services (School-Based SBIRT) screening as well as Family Navigation Services for students and their families at Gladstone High School and Gladstone Middle School during the school year 2023-2024 and Family Navigation Services for youth and their families who have been brought to the Juvenile Intake and Assessment Center (JIAC) and have taken the JIAC-SBIRT. This program will utilize restorative justice values and principles.

In addition to the above, Contractor shall provide work in accordance with the following principles.

1.1 Family First: The family drives the plan.

- A. We respect and honor family voice and guarantee safety for its expression throughout the process
- B. We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs
- C. We are committed to culturally sensitive behavior toward the family throughout the process
- D. We understand that building trust with families is our job
- E. We protect families by honoring confidentiality

1.2 Engagement and Motivation: We help families discover what will work for them

- A. We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?)
- B. If a family is not engaging we ask ourselves what we can do differently
- C. We stay balanced and avoid taking sides between family members

1.3 Effective Teamwork: As partners we take care of each other

- A. We help each other
- B. We clearly understand our roles and honor boundaries
- C. We listen for understanding and speak truthfully to each other
- D. We keep our commitments
- E. Keep youth from unnecessarily entering into the Juvenile Justice System
- F. Demonstrate commitment to restorative justice practices
- G. Engage community volunteers as part of the School-Based SBIRT Pilot Program
- H. Involve community members such businesses, non-profit entities, school administrators, and/or local systems partners to support the School-Based SBIRT Pilot Program.
- I. Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service
- J. Use culturally-relevant services (including language) with Latino youth and families

- 2. Service Components:** Contractor shall perform Work in accordance with the following Service Components:

2.1 SBIRT Screening Services: Support

- A. Contractor will support the Gladstone High School and Gladstone Middle School SBIRT Program Team in screening students in identified grades at the High School and Middle School (as well as individual students that may be presenting with mental health or substance issues on a case by case basis); brief intervention; and referral to treatment and services in alignment with existing school systems of support. Support includes but is not limited to:
- i. Planning
 - ii. Support with development and execution of communication plan including family nights
 - iii. Support with development and implementation of confidentiality and data sharing agreements/protocols
 - iv. Prep for and participate in screening days
 - v. Support with triage and brief interventions based on motivational interviewing techniques
 - vi. Lead and follow-up on referrals to treatment and services
 - vii. Participate in collaborative evaluation of SBIRT Program with CCJD staff and Gladstone High School and Gladstone Middle School SBIRT Program Teams.
- B. Contractor will identify community resources to support youth participating in the School Based SBIRT program and youth who have participated in the JIAC SBIRT screening, which may include, but is not limited to the following examples:
- i. Opportunities to connect with service opportunities in the community.
 - ii. Skills groups
 - iii. Counseling services
 - iv. Drug and alcohol assessments
 - v. Mentoring services
 - vi. Employment/work readiness skills
 - vii. Employment opportunities
 - viii. Pro-social opportunities
 - ix. Parenting support.
- C. Contractor will provide Family Navigation Services to families of youth participating in the School Based SBIRT program and to families of youth who have participated in the JIAC SBIRT screening to assure that families will receive timely assistance. The Navigator will help eliminate barriers to understanding the issues and providing recommendations to the family. Family Navigation services should be culturally attuned and responsive to the people of the community being served, sensitive, and compassionate. Contractor will provide a Navigator that is knowledgeable of the environment and system through which the youth/parent/family must move in order to obtain services and able to help families access resources.
- i. Connect youth and families with resources and support systems;
 - ii. Facilitate interaction and communication with providers;
 - iii. Streamline tasks, appointments and paperwork;
 - iv. Help parents/families identify and access financial services to pay for their service needs
 - v. Help parents/families arrive at scheduled appointments on time and prepared;
 - vi. Help decrease parents/families fear and anxiety;
 - vii. Help parents/families identify and utilize appropriate social services;
 - viii. Track interventions and outcomes

2.2 Restorative Justice: Demonstrate commitment to and provide a School-Based SBIRT Program and Family Navigation Services which incorporates restorative justice practices

into service delivery. These practices include but are not limited to: Relationship, Respect, Responsibility, Repair, and Reintegration. Latino Network will employ Joven Noble (Noble Youth) a proprietary circle curriculum as appropriate.

- 2.3 **Collaboration and Involvement:** Involve and work collaboratively with other professionals in the program including, but not limited to, school administrators, school staff, CCJD management and staff, community members such as partners and volunteers, to support the School Based SBIRT program and the JIAC SBIRT program.
- 2.4 **General Supervision and Oversight:** Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service.
- 2.5 **Program Supervision and Oversight:** Supervision of all program processes, casework approaches and required documentation.
- 2.6 **Customer Service:** Ensure quality customer service.
- 2.7 **Staff Training:** Provide training to staff as necessary including, but not limited to:
 - A. Restorative justice
 - B. SBIRT Screening
 - C. Motivational Interviewing
 - D. Trauma Informed Practices
 - E. Cultural and Gender (including gender identity) Responsivity
 - F. Confidentiality
 - G. Ethics
 - H. Mandatory Child Abuse Reporting
 - I. Other training as designated by CCJD
- 2.8 **Service Area:** Contractor shall provide direct services in the following areas in Clackamas County, OR:
 - A. Gladstone High School, Gladstone, Oregon
 - B. Gladstone Middle School, Gladstone, Oregon
 - C. Residences in Clackamas County for families of youth receiving JIAC SBIRT Screening

3. Additional Requirements:

- 3.1. **Culturally, gender, and sexual orientation responsive services.** Culturally, gender, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender, 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. Services can include:
 - A. Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation;
 - B. Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
 - C. Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
 - D. Helping youth to recognize the relationships between various value systems;
 - E. Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
 - F. Having staff available at Gladstone High School who are able to communicate with monolingual (Spanish) youth, families, and community members.
- 3.2. **Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and their families in order to accomplish programmatic and departmental goals listed above. Contractor will

submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include dosage and frequency of intervention. In addition to any other reports that County may request, Contractor shall submit to County a Quarterly Report within thirty (30) calendar days following the end of each quarter in which Contractor provided Work. The contents and format of this report shall be determined by County, and include information to which Contractor has reasonable access. Data in any and all reports requested by County shall be youth-specific. Changes to agreed-upon service or service delivery must be reviewed and approved by the CCJD.

3.3. Data Collection and Reporting

- A. Contractor shall develop in conjunction with CCJD Program Supervisor/Manager data points and forms for collection on the School-Based SBIRT Pilot Program anticipated to include:
 - i. De-identified data from School-Based SBIRT screening per data sharing agreement with School-Based SBIRT Pilot Program Partners
 - ii. No. of youth/families referred to treatment/services
 - iii. No. of youth/families connected to services.
 - iv. No of youth/families engaged in services
 - v. No. of youth/families completed services
 - vi. No. of youth/families refusing services
 - vii. No of youth/families stopping services and reason for stopping services
 - viii. Monthly narrative report outlining in detail SB SBIRT Screening activities, Navigation Services for both SB SBIRT Program youth/families and JIAC SBIRT screened youth/families
- B. Contractor shall provide additional forms required pursuant to the ongoing program development with CCJD.

3.4. **Quarterly/Semi Annual Review:** A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

3.5. **Quality Assurance:** Contractor is responsible for having existing processes and procedures in place for quality assurance of their program. Contractor is responsible to be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected Contractor 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 Contractor to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

Critical Incident Reporting — Alice Perry, Assistant Director

**Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
Telephone: (503) 650-3101
Fax: (503) 655-8448 APerry@clackamas.us**

Otherwise the contact information is as follows:

**Contract Supervisor — Alice Perry, Assistant Director
Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
Telephone: (503) 650-3101
Fax: (503) 655-8448 APerry@clackamas.us**

3.6. **Critical Incident Reporting.** Contractor shall notify the Clackamas County Juvenile Department Assistant Director by telephone within the same working day of a critical incident. If the incident occurs after normal business hours or on a holiday or weekend, the report is to be made on the next business day. A written report shall be submitted within three (3) business days of the incident. The initial phone call shall be made to and the subsequent written report shall be sent to the Supervisor Overseeing this contract.

A critical incident is defined as:

- A. Any event likely to elicit heightened public interest or litigation;
- B. An incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;
- C. The death of a client;
- D. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;
- E. Criminal charges brought against a staff member or subcontract staff member involving a client;
- F. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
- G. Actions by a client that result in the death or serious injury of another person; and
- H. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

3.7. **Informal Dispute Resolution:** The parties shall use the following procedure if Contractor has complaints or concerns regarding this Contract:

Contractor may contact County to informally discuss Contractor's complaints or concerns.

If the matter remains unresolved after the informal discussion, Contractor may submit a letter or other documentation to County's designee as specified herein setting forth Contractor's complaints or concerns. Within 10 days of receiving Contractor's letter, County shall contact Contractor and attempt to resolve the matter. The County's designee is the CCJD Assistant Director (contact information provided above).

If the matter remains unresolved Contractor may submit a letter or other documentation to the department director setting forth Contractor's complaints or concerns. The department director or the director's designee shall contact Contractor promptly and attempt to resolve the matter.

If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties.

Nothing in this paragraph shall affect either party's rights or obligations under the Contract.

Contractor shall meet with designated CCJD staff at a mutually agreed upon basis, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operation problems.

3.8. **Performance Measures:** Performance under this contract shall be monitored and evaluated by CCJD staff.

3.9. **Contract Monitoring:** Contractor shall fully cooperate with CCJD's contract monitoring,

quality improvement and program evaluation activities. This includes making available all data/information CCJD deems necessary for those processes. This Contract shall be monitored through a number of means including:

- A. Site Reviews: CCJD staff may schedule on-site visits to review agency compliance with the contract. Site visits are usually scheduled with Contractor, but may be conducted without notice.
- B. Technical Assistance: CCJD, at its discretion, may offer training to the Contractor and/or technical assistance related to the program.
- C. Evaluations/Program Performance: Program performance may be evaluated through other quality assurance/evaluation processes.

Exhibit B

Latino Network - SBIRT		3 Year Budget
PROGRAM BUDGET LINE ITEMS		
1) Salaries and Fringe		
Wages		\$618,883.20
Payroll Taxes		\$67,272.00
Employee Benefits		\$147,990.00
Personnel Subtotal		\$834,145.20
2) Program Expenses		
Training & Development		\$6,000.00
IT Services		\$3,000.00
Program Supplies		\$3,000.00
Childcare		\$3,000.00
Direct Services for Youth/Families		\$6,000.00
Telephone & Internet		\$12,000.00
Evaluation		\$0.00
Equipment		\$0.00
Office Supplies		\$600.00
Printing & Copying		\$3,576.00
Meetings Expense		\$6,000.00
Parking & Mileage		\$9,000.00
Program Expense Subtotal		\$52,176.00
INDIRECT 15%		\$88,678.80
Total Expenditures		\$975,000.00