



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: November 22, 2017

Department: Juvenile Agenda Planning Date: 11-16-17 Time required: 5 mins

☐ Audio/Visual aids

Contact: Troy Gregg, Director Phone: X4806

Department Head Signature:

**TITLE** Juvenile Crime Prevention IGA #11083

**Issue, Description & Background**

The Legislature allocates funds to Counties and Tribes through the Youth Development Division budget for juvenile crime prevention. ORS 417.855 outlines the target population and requirements for a High Risk Juvenile Crime Prevention Planning process. The Board of Commissioners approved the Marion County Juvenile Crime Prevention Plan on March 22. The contract was received on July 27, 2017, but Legal Counsel needed to renegotiate some of the language. The revised agreement was sent to me this week.

Marion County uses these funds to operate the Family Support Program which serves youth 9-13 within the context of their family system. Referrals are received from schools, law enforcement, and family self-referral. The goal is to strengthen and support the family system in skill development for accountability and parenting of their child as identified by the family through the Family Check Up assessment. The overall desired outcome is to prevent and reduce the deeper penetration into the juvenile justice system of youth who are medium and high risk for criminogenic risk factors but would not normally be served (primarily because of age) by the Juvenile Department.

**Financial Impacts:** \$418,822 for the 17-19 biennium

**Impacts to Department & External Agencies** As we developed this bienniums plan, we received feedback from our partners of the value of this program. The program is unique in its target population and focus on family wellness. Without this funding the Juvenile Department would eliminate the Family Support Program. This would eliminate a valued community resource for a unique group of youth.

**Options for Consideration:** Approve receipt of \$418,822 for the biennium, or not approve receipt of the funds.

**Recommendation:** Approve

**List of attachments:** Juvenile Crime Prevention IGA #11083 - which includes the Marion County Juvenile Crime Prevention Plan

**Presenter:** Troy Gregg



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

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Copies to:

Debbie Durig, Contracts Specialist, [ddurig@co.marion.or.us](mailto:ddurig@co.marion.or.us)

## INTERGOVERNMENTAL AGREEMENT

### Agreement No. 11083

This Agreement is between the State of Oregon acting by and through its **Oregon Department of Education, Youth Development Division** ("Agency") and **Marion County** ("County"), each a "Party" and, together, the "Parties".

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

### SECTION 2: PURPOSE

WHEREAS, House Bill 3231, chapter 37, and 2015 Oregon Revised Statutes (ORS) 417.850(5), Additional duties of Youth Development Council, authorizes the agency to ensure initiation of contracts based on approved local high-risk juvenile crime prevention plans and oversee contract changes.

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### SECTION 3: EFFECTIVE DATE AND DURATION

Upon signature by all applicable parties, this Agreement shall be effective on **July 1, 2017**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.

### SECTION 4: AUTHORIZED REPRESENTATIVES

#### 4.1 Agency's Authorized Representative is:

Anya Sekino  
255 Capitol St NE  
Salem, OR 97310  
503.378.5156 Fax  
503.378.5115 Office  
anya.sekino@state.or.us

**4.2 County's Authorized Representative is:**

Sam Brentano  
555 Court Street NE  
Suite 5232  
Salem, OR 97301  
PO Box 14500  
Salem, OR 97309  
PO Box 14500  
503.588.5212 Office  
Fax  
sabrentano@co.marion.or.us

**4.3 A Party may designate a new Authorized Representative by written notice to the other Party.**

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

**5.1** County shall perform the work set forth on Exhibit F (Budget Distribution-Approved JCP Work Plan), attached hereto and incorporated herein by this reference.

**5.2** Agency shall pay County as described in Section 6.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

### **EXPENSE REIMBURSEMENT SUBJECT TO A CAP**

Agency shall reimburse County, up to but not in excess of **\$413,822.00**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed to Agency's satisfaction during the prior quarter, after submission of a satisfactory invoice.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

County represents and warrants to Agency that:

**7.1** County is a County duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;

**7.2** The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or

regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;

- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then 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 State of Oregon 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, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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 other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 9.1.1 "County Intellectual Property" means any intellectual property owned by County and developed independently from the work under this Agreement.

- 9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other

than County or Agency.

**9.1.3 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement and all intellectual property rights therein.

**9.2** All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and County agree that any Work Product that is an original work of authorship created by County under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by County under this Agreement is a derivative work based on County Intellectual Property, or is a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by County under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

**9.3** If Work Product is County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property, and to authorize others to do the same on Agency's behalf.

**9.4** If Work Product is Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

**9.5** If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such

further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 10: CONTRIBUTION**

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 11: COUNTY DEFAULT**

County will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 11.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 12: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 13: REMEDIES**

- 13.1 In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this



Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to County under this Agreement exceed the amount to which County is entitled, Agency may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**16.2** Agency may terminate this Agreement as follows:

**16.2.1** Upon 30 days advance written notice to County;

**16.2.2** Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.2.3** Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the

planned funding source;

**16.2.4** Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

**16.2.5** As otherwise expressly provided in this Agreement.

**16.3** County may terminate this Agreement as follows:

**16.3.1** Upon 30 days advance written notice to Agency;

**16.3.2** Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.3.3** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

**16.3.4** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**16.3.5** As otherwise expressly provided in this Agreement.

**16.4** Except for notice provided pursuant to Section 16.2.1 of this Agreement, upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

## **SECTION 17: INSURANCE**

County shall maintain insurance as set forth in Section 24, and incorporated herein by this reference.

## **SECTION 18: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 19: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: SEVERABILITY**

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

## **SECTION 23: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation

statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

## **SECTION 25: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCCESSIONS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## SECTION 34: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit D and Exhibit E, attached hereto and incorporated herein by this reference.

## SECTION 35: AGREEMENT DOCUMENTS

**Order of Precedence:** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A General Definitions

Exhibit B Funding Area Descriptions &  
Program Definitions

Exhibit C Award

Exhibit D Special Terms and Conditions

Exhibit E Additional Terms and Conditions

Exhibit F Approved Budget Distribution - JCP Plan

## SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

\_\_\_\_\_  
Karen K Harrison, Contracting Officer

\_\_\_\_\_  
Date

**Marion County**

See attached form  
\_\_\_\_\_  
Name, Title


\_\_\_\_\_  
Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Jake J. Hogue, Assistant Attorney General via email  
\_\_\_\_\_  
Name, Title

October 17, 2018  
\_\_\_\_\_  
Date

## COUNTY SIGNATURE PAGE

  
\_\_\_\_\_  
Troy Gregg, Director

11/14/2017  
\_\_\_\_\_  
Date

### APPROVED AS TO FORM:

\_\_\_\_\_  
County Legal Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Contracts

\_\_\_\_\_  
Date

### MARION COUNTY CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
John Lattimer

\_\_\_\_\_  
Date

### MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

## EXHIBIT A GENERAL DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity" or "Service"** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 8.
5. **"Agreement"** means this 2017-2019 County Intergovernmental Agreement.
6. **"General Funds"** means all funds paid to County under this Agreement.
7. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
8. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.
9. **"Misexpenditure"** has the meaning set forth in Section C of Exhibit E.
10. **"Provider"** has the meaning set forth as used in Exhibit B Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
13. **"Underexpenditure"** has the meaning set forth in Section C of Exhibit E.



## EXHIBIT B

### FUNDING AREA DESCRIPTION & PROGRAM DEFINITIONS

1. **Juvenile Crime Prevention (JCP).** JCP Services are described below.
  1. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit B:
    1. **"Client"** means any individual who receives a Service.
    2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
    3. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
    4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
    5. **"JCP Basic Services" or "Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
    6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
    7. **"YDC"** means the Youth Development Council
    8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
    9. **"Juvenile Crime Prevention Services" or "JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.
    10. **"OYA"** means the Oregon Youth Authority.
    11. **"Plan"** means the County's High-Risk Juvenile Crime (JCP) Prevention Plan approved by YDC, the provisions of which are incorporated herein by this reference.
    12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements,

means any JCP Service or group of related services delivered as part of Plan implementation.

13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:
  - a. Anti-social behavior;
  - b. Poor family functioning or poor family support;
  - c. Failure in school;
  - d. Substance abuse problems; or
  - e. Negative peer association; andwho are clearly demonstrating at-risk behaviors that have come to the attention government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system
14. **"YDD"** means the Youth Development Division.
15. **"Budget Distribution"** means document submitted as a Statement of Work that describes the proposed use of monies.
16. **"Lead JCP Agency"** mean an Agency appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement with the County.

II. **GENERAL TERMS AND CONDITIONS.** In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. **Conditions Precedent to Disbursement.** Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.
- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit B to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 30 days after the termination of this Agreement

2. **Expenditure/Obligation of Award.** County may expend the JCP Funds provided

to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers, and subcontractors. This applies to all JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency
- b. County may expend JCP Funds solely on JCP Services.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its "Lead JCP Agency" appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

3. **Reports.** County shall submit to Agency, on forms designated by Agency, the following written reports:
  - a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.
  - b. During the term of this Agreement, a quarterly written, detailed expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
  - c. No later than 30 days after the termination of this Agreement, a written, detailed expenditure report on the County's expenditure of JCP Funds during the 2017-2019 Fiscal Year

### **III. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.**

#### **1. Plan**

##### **a. Plan Implementation**

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.

**b. Amendment to Plan**

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

2. **Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. **Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or

guardian, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. **Outcomes.** County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

## 5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any Agency right arising out of County's default, as described in Exhibit E.

6. **Evidence-Based Programs.** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement.

7. **Records Maintenance, Access and Confidentiality.** County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

**EXHIBIT C  
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2. JCP Prevention	<b>\$413,822.00</b>		

**EXPLANATION OF AWARD**

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in the specified Funding Areas.

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**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

1. Special Restrictions on Expenditure of Award. In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in the local JCP Plan prepared by County and approved in writing by Agency. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
2. Carryover. Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with the local JCP Plan prepared by County and approved in writing by Agency, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 30 days after the termination of this Agreement shall be deemed Under-expenditure subject to recovery under Section 1 of Exhibit E.
3. Reporting. In accordance with the local JCP Plan prepared by County and approved in writing by Agency, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time.

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**EXHIBIT E**  
**ADDITIONAL TERMS AND CONDITIONS**

**1. Disbursement, Use and Recovery of Award.**

- a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with the local JCP Plan prepared by County and approved in writing by Agency on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.
- b. **Conditions Precedent to Disbursement.** Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - (ii) No default as described in Section 11 of this Agreement or in Section 9 of this Exhibit E has occurred.
  - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.
- c. **Recovery of Award.**
  - (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination,

other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
- (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
  - (A) Made pursuant to Oregon Administrative Rules;
  - (B) Made with Agency's written discretion or approval; or
  - (C) Consistent with the local plans submitted by County and approved by the Agency.
- (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i) (d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of Underexpenditure or Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 30 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:
  - (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

- (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or
- (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c (ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

- (a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.**

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, "the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to

recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset; unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c(v)(d), nothing in this Section 1.c(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

- (v) **Additional Provisions related to parties' rights/obligations with respect to Underexpenditures or Misexpenditures.**
- (a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
  - (b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
  - (c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.
  - (d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.
  - (e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

- (vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 30 calendar days of the noticed modification.

2. **County Representations.** County represents to Agency as follows:

- a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than approval by the Department of Justice if required by law.
  - c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.
4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):
- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
  - b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
  - c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.
5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with the local JCP Plan prepared by County and approved in writing by Agency.
6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and

such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and other performance goals are being achieved. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 30 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions: County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.
- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers

by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

**d. Confidentiality of Client Information.**

- (i) All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (ii) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

**9. County Default.** In addition to the default provisions described in Section 11 of this Agreement ("County Default"), County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such



proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **Agency Default.** In addition to the default provisions described in Section 12 of this Agreement ("Agency Default"), Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:
  - (i) At its sole discretion upon 30 days advance written notice to Agency, or
  - (ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
  - (iii) Upon 30 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in reasonable exercise of its administrative discretion; or
  - (iv) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:
  - (i) Upon 30 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
  - (ii) Upon 30 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its

administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 30 days from the date the action is taken.

- (iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity and or deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

## 12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of

termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- d. **Survival.** Notwithstanding Subsection a. through c. above, termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

- 13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency for implementation of the Services described in this Agreement, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to Agency for approval in a format and timeline prescribed by Agency. Such Service Plan shall be effective no sooner than the effective date of the funding change.

14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 30 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, non-binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.
15. **Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

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Exhibit F Approved Budget Distribution - JCP Plan



*Marion County*

Local High-Risk  
JUVENILE CRIME PREVENTION PLAN  
2017-2019

March 31, 2017

Faye Fagel, Director  
Marion County Juvenile Department  
3030 Center St. NE  
Salem, OR 97301

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## INTRODUCTION

*As per ORS 417.855 all counties in Oregon must develop a local high-risk juvenile crime prevention plan. The board of county commissioners designate an agency or organization to serve as the lead planning organization to facilitate the creation of a partnership among state and local public and private entities in each county. The partnership shall include, but is not limited to, education representatives, public health representatives, local alcohol and drug planning committees, representatives of the court system, local mental health planning committees, city or municipal representatives and local public safety coordinating councils. Plans must use services and activities to meet the needs of a targeted population of youths who have more than one of the following risk factors:*

- A. Antisocial behavior;*
- B. Poor family functioning or poor family support;*
- C. Failure in school;*
- D. Substance abuse problems;*
- E. Negative peer association; and*
- F. Youth, clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, school or law enforcement and will lead to imminent or increased involvement in the juvenile justice system.*

*In Marion County, the board of commissioners has designated the Juvenile Department to serve as the lead planning organization to facilitate the creation of a partnership among state and local public and private entities.*

## 1. POSITIVE YOUTH DEVELOPMENT APPROACH & PROGRAMMING

The Family Support Program (FSP) addresses concerning behavior of youth ages 9-13 within the context of their family system. Referrals are most commonly received from law enforcement, school staff, juvenile probation officers for younger siblings of youth on probation, family self-referral, and from partner agencies. Once a referral is received, a Family Support Specialist (FSS) offers a meeting with the youth and family to assess eligibility for services. Eligible youth score medium or above on the Juvenile Crime Prevention Risk Assessment tool (JCP). The Family Support Specialist explains the program, and asks if the family would find value in participating. The program is voluntary, so the engagement of the youth and family at intake is critical. The FSS use the Family Check Up for the youth and family to prioritize areas of concern, establish goals and assist in the development of skills, supports, and access to resources. The program addresses, assists and supports the youth and family to mitigate areas of risk within the domains of the JCP which include: substance abuse; family functioning; negative peer associations; education; attitudes, values, and beliefs.

The Family Check Up tool and ongoing engagement with the youth and family is focused on identifying, supporting and strengthening what is working within the interactions and relationships of the family members. Supporting and strengthening the family interactions and relationships is a primary focus of the program.

In completing the initial intake JCP there is already a conversation that begins with the youth and family. Regardless of whether the youth scores as “low-risk” and is ineligible for the Family Support Program, the FSS will recognize and validate those areas of strength in the family relationships and parenting. The FSS provides assistance by identifying and connecting the family with appropriate community resources.

When a family is eligible and volunteers to participate in the program, Family Support Specialists work closely with the youth’s parents and school staff to understand the education issues, model and support parents in advocating and supporting their youth’s educational success, strengthen parental involvement in completion of homework and education engagement, and facilitate connectivity to healthy after school activities.

The program supports families in holding youth accountable by providing appropriate consequences, structure and limit setting, and initiating a system of recognition and rewards for positive behavior and accomplishments.

Parents are assisted and supported to identify, acknowledge and access treatment resources for family counseling, substance abuse and mental health issues to remove any barriers and increase their ability to appropriately parent and guide youth.

The program is designed to be a maximum of nine months in accordance with evidenced based principles of the Corrections Program Checklist from the work of Dr. Ed Latessa (Professor of the School of Criminal Justice at the University of Cincinnati). The majority of the time spent with the family is within the family home or school. FSS involvement is more frequent and intensive at the beginning and tapers off over time as family members find a comfort level in incorporating new skills.

The Family Support Program (FSP) consists of two Family Support Specialists, one of whom is bi-lingual and bi-cultural and serves the monolingual Spanish speaking community in the county.



The program promotes positive youth development within the context of the family system. Programs often invest in the youth without creating any changes within the interactions and relationships within the family. This program exemplifies key elements of positive youth development and resiliency in interactions with youth while modeling, teaching and supporting parents in implementing positive youth development approaches.

**The Family Support Program incorporates the following:**

**Irlen Syndrome:** Youth referred to the Family Support Program are screened for Scotopic Sensitivity, a perceptual processing disorder (the brain's ability to process visual information), and provided with information and resources for diagnosis as appropriate. Scotopic Sensitivity can significantly impact reading, attention and concentration, writing, and math. It can manifest with physical symptoms such as headaches, fatigue, and eye strain, as well as behavioral.

**Family Check Up:** The Family Support Specialists are trained and provided with ongoing support in implementing the Family Check Up (FCU) Model by clinical staff of The Child and Family Center at the University of Oregon. FCU is a brief, strength-based comprehensive family assessment that engages youth and families in identifying areas of strengths and challenges. The assessment is used to collaborate with parents to evaluate their needs and identify areas they have interest in addressing to improve relationships and functioning of their family.

**Every Day Parenting:** The Family Support Specialists are trained and provided with ongoing implementation support in the Every Day Parenting curriculum by clinical staff of The Child and Family Center at the University of Oregon. Every Day Parenting curriculum is divided into three areas of skills based on the concept of mindful parenting: supporting positive behavior, setting healthy limits, and building family relationships by helping parents change interaction patterns that occur daily in families and relationships.

**Skillstreaming:** is a four-part training approach—modeling, role-playing, performance feedback, and generalization—to teach essential prosocial skills and relationship skills to children and adolescents. The curriculum contains 50 skill lessons and includes six skill groups: Beginning Social Skills, Advanced Social Skills, Dealing with Feelings, Alternatives to Aggression, Dealing with Stress, and Planning Skills.

**Effective Practices in Community Supervision (EPICS) and Cognitive–Behavioral tools (CBT):** Teaching youth the link between thinking, feelings and actions gives them opportunities to explore risky thinking and behavior patterns and replace these with:

- pro-social thinking;
- developing skills to evaluate positive and negative decisions;
- increase feelings identification; and
- emotional regulation and empathy.

**Case plans:** translate Juvenile Crime Prevention Assessment risk and protective factors and Family Check-up results into a roadmap for youth, parents and the Family Support Specialist. Case plans identify long and short-term goals, competencies and interventions to be utilized and allow for the evaluation of progress and achievement of desired outcomes.

**HOPE Survey:** Hope is a cognitive-based motivational theory helping youth learn to develop the capacity to create strategies to attain their goals. (Snyder, 2002) The HOPE theory identifies two cognitive processes termed 'pathways' and 'agency'. Pathway is the mental strategies toward goal attainment

and agency is the mental energy or capacity the youth has to self-direct and sustain movement toward their goals. Research consistently demonstrates the compelling benefit for positive outcomes when a youth has high levels of hope.

The initial interaction with the Family Support Specialist and youth and family is about building trust by providing information on the program referral, explaining what involvement in the program would look like, and how the family would be directing the areas of focus and investment. Transparency promotes trust and a sense of safety. From the first meeting program staff respect families' "voice and choice" and support their decision to accept these voluntary services or not.

Families are encouraged to provide the types of information and the level of disclosure that they feel comfortable with as the relationship with the FSS evolves over time. They are provided information about confidentiality and that releases are required for information to be shared. Families may elect to include relatives, such as grandparents, or friends as supports in meetings in order to feel more comfortable or safe.

The initial meeting often occurs in the home if desired by the family to increase comfort. The Family Check Up reflects what the family members say about their perception of how things are working and is the basis for families to select the areas they want to invest in to reach the outcomes they desire. The Family Check Up is family centered, tailored to the unique needs and desires of the family, and strength based by validating existing strengths and building, practicing, and reinforcing youth and adult skills. A major focus is the relationships, interactions, and communication between family members.

Ongoing interactions between Family Support Specialists and youth include motivational interviewing, active listening and positive behavioral supports such as tangible incentives and reinforcers as well as praise and recognition. Youth develop problem solving, emotional regulation, decision making, conflict management skills, and explore their attitudes, values and beliefs through the use of Effective Practices In Community Supervision (EPICS) Skills Streaming and Cognitive Behavioral Tools developed by the University of Cincinnati. These include Pros and Cons, Cost Benefit Analysis, Behavior Chain, and Cognitive Restructuring. FSS encourage youth efforts and achievements, inspire them to consider future possibilities and acknowledge change and progress towards short and long-term goals. Conversations are child directed but include coaching and social skills work, with a focus on communication that builds relationships. FSS create opportunities for fun interactions during meetings and demonstrate interest in youth's lives and interests by attending activities and events.

The Family Support Program promotes improved relationships with peers and natural supports by social skills development that maintains and improves strength-based interactions. Due to the profound effect of peer influence, staff work with parents on youth monitoring and family management. The FSS strives to teach skills that recognize healthy relationships, pro-social peers, improved strength based interactions and help youth engage and maintain positive peer supports. Youth are encouraged to assess peer relationships and how they reflect on their values and needs and support social success.

Family Support Specialists guide parents to gain and practice techniques that increase positive interactions with their child (children), improve daily interactions and promote connectedness. Staff emphasize youth and parent strengths to validate healthy family interactions. They provide praise and recognition, demonstrate supportive communication, relationship building, personal accountability, problem solving, and commitment and integrity: all skills that they want parents to exhibit in a parallel process with their youth. FSS provide direct support in assisting parents to navigate and weather challenges when trying to access community services.

FSP know the local resources and community agencies and broker services for youth and families with mental health agencies such as Children's Behavior Health, New Solutions and refer families to MV WRAP. They reach out to Developmental Disabilities and Child Welfare when necessary and assist families to work with their faith community, recreational services and to access local food bank and utility services when needed.

Supporting the youth and families strengths and enhancing the use, depth, and levels of competency in a variety of situations (and in response to a variety of stressors and events) occurs in every interaction with the FSS. Family Support Specialist mediate stress and conflict using rapport with youth and parents to teach and model positive communication, support and affirmation, tolerance, and encourage perseverance and resilience.

Family Support Specialists engage in collaborative partnerships with area schools including attending planning meetings and working with teachers and counselors to develop interventions that improve behavior and invite parent engagement. FSS coach parents on connecting with schools, developing relationships with school staff, and investing in the educational process. They support parents in holding youth accountable for attendance, completion of homework, academic achievement, advocacy for their youth's needs, and recognition and rewards for accomplishments. Supporting the value of educational engagement and environment conducive to learning and homework completion, communication between parents and educators, and youth accountability is critical for school success.

The Family Support Specialists recently completed training with Dr. Chan Hellman, College of Arts and Sciences Department of Human Relations University of Oklahoma on the Science and Power of Hope. Through the Hope Survey, youth are measured for how hopeful they are. Youth that are hopeful are more resilient and successful. Youth showing apathy (the opposite of hope) are less hopeful. The FSP already incorporates youth and family identification of goals and development of pathways to achieve those goals into the program – key elements of increasing hope. The Hope Survey will be incorporated into the work of the Family Support Program.

In the fall of 2016, the Juvenile Department made a significant investment in mandated trainings for all juvenile department employees and the Family Support Program staff. In addition to HOPE, experts were brought in to train staff on: Understanding the adolescent brain ( Karen Williams, MSSW) ; childhood trauma (Dr. Vincent Felitti, one of the authors of the Adverse Childhood Experience Study (ACES)); and trauma informed care (Dr. Mandy Davis, Co-Director of Trauma Informed Oregon and Associate Professor of Practice at Portland State University's School of Social Work).

Cultural awareness and sensitivity is part of ongoing training at the Marion County Juvenile Department.

## 2. JUVENILE CRIME PREVENTION RISK ASSESSMENT TOOL

The Juvenile Crime Prevention Risk Assessment (JCP) is used to determine eligibility for services. Youth eligible for Family Support Services must score as medium, medium-high, or high risk.

The JCP is widely used by every Marion County Juvenile Department Probation Officer and is integrated in our services. Family Support Staff are trained in the use of the JCP. Training for new hires, and refresher trainings as needed are provided by the Juvenile Department.

The JCP is a validated risk tool for the target population and assesses risks in domains that have been

identified through research to be tied to criminal behavior. The risk factors identified in the JCP are used to build a case plan that addresses skill development and risk mitigation in the areas of: attitudes values and beliefs; negative peer associates; educational engagement and conduct; and family functioning. The case plan format is the domains from the JCP and creates the road map for the FSS and the family to build an action plan with goals. The JCP is used at the beginning, middle and end of services to measure outcomes.

The Juvenile Crime Prevention Theory of Action Risk and Resiliency Factors mirror what is assessed through the JCP risk assessment. The case plan uses the resiliency factors within the strategies and actions to achieve the goals (outcomes). The critical Positive Youth Development Factors are the areas of focus with the youth and family (strengthening youth engagement with school, developing relationships, communication skills, conflict management, parenting, decision making, emotional regulation, goal setting, pro-social behavior etc.). The interventions in the skill building create the changes in resiliency factors to accomplish the youth development outcomes.

The JCP assessment data is entered into the Juvenile Justice Information System (JJIS) for youth who are referred by law enforcement. All other referral sources data will be entered into the Youth Development Council (YDC) database when operational. County support staff or Family Support Staff enter these assessments. A "Family Support Measureable Outcomes" form is completed when a youth leaves services. That data along with the JCP assessments are used to evaluate service outcomes.

### 3. PLANNING PROCESS

On May 10, 2016, Dr. Mary Arnold, Professor and Youth Development Specialist at the Oregon State University, and member of the Youth Development Council, provided a presentation to the Marion County Public Safety Coordinating Council (MCPSCC) on Positive Youth Development (PYD) and Juvenile Crime Prevention (JCP). Her presentation included trauma informed programming; developmental relationships; youth program standards; critical PYD factors for youth at risk for juvenile crime; juvenile crime prevention risk assessment; aligning risk and resiliency factors with JCP outcomes; and juvenile crime prevention program theory.

At the same meeting, the Family Support Program staff provided the council with an overview of the program funded through Juvenile Crime Prevention, service delivery model, eligibility, curriculum used, and integration of the elements discussed by Dr. Arnold within the Marion County Juvenile Department's Juvenile Crime Prevention Program.

On February 21, 2017, a community planning meeting was held at the Marion County Juvenile Department to discuss the Juvenile Crime Prevention Planning process, Family Support Program, and community needs and gaps in services. Several members of the Marion County Public Safety Coordinating Council (MCPSCC) participated including: The Presiding Circuit Court Judge; District Attorney; Citizen Member and MCPSCC co-chair; Oregon Youth Authority Parole and Probation Supervisor; Director Marion County Community Services; Circuit Court Administrator; and Chief of Police – Keizer.

Other attendees represented: Local Alcohol and Drug Planning Committee; Community Action Agency; Deputy District Attorney assigned to Juvenile; Department of Human Services Child Welfare; Catholic Community Services; Children's Behavioral Health; Marion County Children's Behavioral Health; Marion County Health Community & Provider Services; Salem Police; and Salem Keizer School District Student Services Coordinator.

On March 14, 2017, the 2017-19 Juvenile Crime Prevention Plan was approved by the Marion County Public Safety Coordinating Council during their regular meeting.

Marion County has active processes to consider local community juvenile justice issues, needs, barriers, and service gaps. The Children and Families Commission, Youth Resources Action Team, Family Preservation Action Team, Runaway and Homeless Task Force, (Mid-Willamette Homeless Initiative Strategic Plan adopted February 7, 2017); Marion & Polk County's System of Care Executive Committee, and the Local Public Safety Coordinating council are just a few examples. Marion County just completed a yearlong partnership with Multnomah County and Third Sector Capital on a Pay For Success project. This project sought to define and describe a target population to be served through an intensive in-home family support model. The Juvenile Department is involved in discussions with a community partner considering needs, target population, programs and services to support a community investment in Hispanic and Latino families. In October 2015, the Alliance for Hope international completed a Marion County community assessment evaluating the response of government and community based agencies to domestic violence and related child abuse, sexual assault, and other childhood trauma. "The mission of the Alliance is to create pathways to hope for women, children, and men who are victims of domestic violence and related sexual assault (and co-occurring child abuse) through collaborative, integrated multi-disciplinary centers, teams and initiatives in order to break the generational cycle of violence and abuse in families across the United States and around the world." (Marion County Community Assessment report, October 2015,)

Marion County has a number of research efforts and tools to identify issues, needs, barriers, and service gaps:

- Escalation to Oregon Youth Authority that considers the factors that contribute to a youth escalating into the Oregon Youth Authority (OYA) system of residential placement or Youth Correctional Facilities;
- OYA Youth Reformation System predictive success rates (PSR) that uses analysis to identify where a youth might best be served to achieve the outcome of no new felony convictions:
  - Community Juvenile Department,
  - OYA residential placement, or
  - OYA Youth Correctional Facility;
- The Marion County annual jail surveys where inmates are surveyed at one point in time, and, information is obtained as to their juvenile histories of trauma, substance abuse, family events, educational issues, etc

In partnership with the Oregon Youth Authority (OYA), the Juvenile Department is looking at factors present in youth that end up in OYA's state-wide residential treatment programs, or in a Youth Correctional Facility. Researching the data base of youth already committed to OYA indicates there are populations of youth that would be better served in the community -if the community has the appropriate resources, programs and services to safely manage these youth.

The following identifies the needs, barriers, and service gaps identified through the active processes and existing research and reports. These were reviewed by the participants of the community planning meeting on February 22, 2017 and the list was updated to include their additions.

**Youth Mental Health:** Educate and infuse mental health best practices into existing programs to address youth needs at all access points:

- Coordinate mental health hub that youth can access during late evening hours.
- Coordinate a system connecting youth to needed social services – especially youth who have mental

health, alcohol, and drug issues.

- Lack of placement resources for youth with significant mental health needs and behavioral problems.
- Reduce waiting list for MV-WRAP.
- Youth are placed inappropriately in detention due to lack of resources and/or coordination of services to make proper decisions and placements
- Youth committed to Youth Correctional Facilities with serious mental health issues or serious emotional disturbance

**Youth and Family Support:** Coordinate services, supports, providers and families in a way that promotes the welfare of youth in their own homes and communities:

- Improve visitation practices at Oregon Department of Human Services.
- Recruit foster parents to create family siblings placements, in lieu of placing a large numbers of foster children in one home. Support foster parents.
- Develop programs and services to support youth transitions from foster care. Include:
  - Supporting youth in managing the impact of early childhood experiences,
  - Supporting family members in reunification,
  - Parenting and support of youth given early childhood experiences, and
  - Supporting parents in healthy family functioning.
- Coordinate training and implementation of the Family Check Up program for targeted sectors: education, public safety, early childhood, mental health, and social services – no wrong door to access services
- In partnership with state government partners, develop a model for youth on probation to support them in the community within the context of families. Reduce commitments to Oregon Youth Authority residential placements and Youth Correctional Facilities. The model would address the whole person by focusing on educational, health, and social/emotional outcomes, and other factors including: parent skill building, family engagement, collaborative and customized treatment, and trauma-informed care interventions.
- Family preservation and support.
- Reduce teen pregnancies.
- Strategize to prevent child abuse.
- Reduce domestic violence and increase supports for adult survivors and children.
- Consider how to provide referrals and services to children and youth not in the juvenile justice system or connected to victim services. Include mentoring.
- Align community resources to help the community become more effective in mobilization for positive youth development in Marion County. Identify the key partners, funding sources, and community readiness to improve wellness outcomes for youth.
- Mentoring available to support youth across the continuum of services, ages, and needs.
- Foster or respite options for families in crisis where youth can be safe while family issues are being assessed and worked on. Respite care on all levels for time outs for parents and for youth.
- After normal business hours and weekend availability and access to supports for youth and families.
- Risk assessment tools appropriate for young women and programs, interventions, supports and services effective for young women.
- Trauma informed care for young women.
- Avenues to connect with and support youth when schools are on break.
- Coordination with everyone involved with a family. Reduce need for information and paperwork requested of families with each agency.

**Runaway and Homeless Youth Options:** Increase shelter options and services for youth in our community:

- Support and expand neighborhood-based community centers for homeless families and youth, such as Salem Dream Center and Mid Willamette Valley Community Action Agency's Home and Resource Center.
- Use of safe families for children program.
- Explore reception center concept.
- Work with local programs that focus on youth homeless prevention.
- Address barriers that homeless children face in advancing their education:
  - Ten-day absentee policy;
  - School-based work skills development programs;
  - Tutoring/mentorship for students in the gap between mainstream and alternative school; and
  - Professional development opportunities for educators and staff dealing with homeless and high risk populations.
- Prioritize runaway and homeless youth as a major focus. Identify gaps in services and resources needed to fill gaps.
- Increase community out-reach and family support to reduce the amount of time and events where youth are on the run.
- Encourage a portion of new housing to offer homeless families.
- Supports and services for lesbian, gay, bi-sexual, transgender, questioning, and gender non-conforming youth.

**Domestic Violence:**

- Encourage a portion of new housing to offer as a priority to victims of domestic violence.
- Implementation of the Alliance for Hope Community Assessment report recommendations incorporated into Marion County Community Assessment Recommendations and Next Steps.
- Assistance for families in negotiating systems responding to domestic violence, and providing ongoing support.
- Options for referrals to support youth identified in homes when police respond to domestic violence calls.
- Assessments for youth and family needs and resources to address these needs.

**Minority Youth Over-Representation:** Identifying effective strategies to reduce over-representation in the juvenile justice system:

- Expand alternatives to detention and residential treatment.
- Cultural sensitivity and responsiveness interactions, programs, and services that recognize and support cultural differences.
- Partner with higher education to identify skill sets for working with youth and families in social services.
- Family support services for healthy families.
- Educational supports.
- Coordinate providers involved with a family.

**Education:**

- Overlap in Salem and Keizer schools.
- Coordinate services being provided to prevent duplication.

**Youth Employment:** Give youth skills while in school. Transitioning them to the next level:

- Establish a system that allows young people to work while gaining needed skill sets.

- Assist the school districts to offer effective and relevant financial literacy training in selected schools through proven curriculum materials and community trainers.

**Crossover Youth:** Youth who have histories of abuse and neglect involved with child welfare who cross over into the juvenile justice system:

- Partnership and commitment to implement the crossover model
- Adequate resources to appropriately serve youth given what is known about brain development and trauma.
- Alternative strategies to reduce crossover youth commitments to youth correctional facilities.

**Substance Abuse:** Resources needed to address serious substance abuse issues:

- Youth residential substance abuse treatment resources.
- Length of treatment appropriate to adequately address youth issues sometimes conflicts with insurance allowed length of stay.
- Youth engaging in substance use and abuse at earlier ages (10-12). Appropriate services needed for them.
- Need avenues to address substance abuse and parents as we work with youth. Issue creates inability for parents to appropriately parent their youth.
- Need a coordinated community prevention strategy.

Marion County is Oregon's fifth most populous county. With four of fourteen state correctional institutions, two state juvenile corrections facilities, and the Oregon State Hospital housing offenders with psychiatric diagnoses, the county population of state prisoners and local inmates is the highest per capita rate of any Oregon county. More than 27% of Oregon's total prison population is housed in Salem, the county seat and Oregon's capital. (*Marion County Pay For Success Final Report, August 2016*). Marion County is located in the Willamette Valley with 20 incorporated cities, encompassing nearly 1,200 square miles with a population 330,700 (*Marion County web site*).

Youth between the ages of 9 and 13 comprise 8% (23,357) of the total population in Marion County. This age group (9-13) represents approximately 17% of the total youth population referred to the Marion County Juvenile Department in 2016. Hispanic youth represent 41% (9,616) of the overall county 9-13 population. 36% of the referrals to the Juvenile Department in 2016 were Hispanic. Gender for this age group in general population of youth is almost equal, but the gender ratios for youth involved in juvenile justice show males consistently above 65% of youth referred. (*All population data found at Easy Access to Juvenile Populations: 1990-2015 (<https://www.ojdp.gov/ojstatbb/ezapo>)*). Referral statistics for Marion County come from the Juvenile Justice Information System.

#### **Profile of Youth in the Family Support Program**

Youth who are referred to the Family Support Program who complete the JCP risk assessment at the initial intake meeting have the following profile:

##### **School**

- 73% are not attached to school
- 69% are failing
- 69% have had an expulsion or suspension in the past 6 months.

##### **Peers**

- 67% are engaged in unlawful or serious acting out behavior
- 70% have been suspended, expelled or dropped out of school



**Family**

- 59% have poor family supervision
- 60% have serious family conflicts
- 56% History of reported child abuse or domestic violence
- 59% family trauma/disruption during past 12 months

**Anti-social thinking, attitudes and values**

- 73% have anti-social thinking, attitudes, values and beliefs

**Substance Abuse**

- 28% substance use began at age 13 or younger
- 15% current substance use causing problems in youths life
- 19% substance use beyond experimental use (uses alcohol or drugs regularly)

Given that these youth are aged 9 to 13, the fact that they are already using drugs and alcohol beyond experimental use to the point of creating disruption in their lives, is of great concern.

One of the strongest predictors of future criminal behavior is a referral for a crime prior to age thirteen. FSP statistics indicate 96% of the youth who met the medium to high-risk eligibility criteria, were referred for criminal activity. The age of culpability restricts youth 9-12 from being within the jurisdiction of the juvenile justice system.

These are youth and families with complex issues not easily or initially served in other programs in the county.

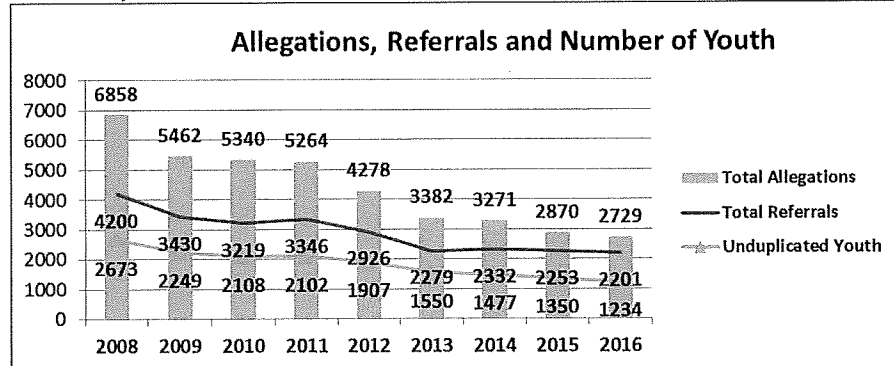
**JUVENILE CRIME PREVENTION FAMILY SUPPORT PROGRAM**

Youth Profile: 2010-2016

**TOTAL YOUTH IN PROGRAM – 252****(Average age of assessment – 11)**

	<b>Medium to High Risk (6 -30)</b>
2.1 Significant school attachment/commitment (has significant involvement/commitment to school)	(-73%)
2.2 Academic failure (recently failed, or currently failing two or more classes)	69%
2.5 Suspension(s) or expulsion(s) during past 6 months	69%
3.1 Friends disapprove of unlawful behavior	(-65%)
3.2 Friends engage in unlawful or serious acting-out behavior	67%
3.3 Has friends who have been suspended or expelled or dropped out of school	70%
3.5 Substance abusing friends	39%
4.1 Chronic aggressive, disruptive behavior at school starting before age 13 (stealing, fighting, bullying, threatening, shunning, starting rumors/malicious gossiping)	75%
4.4 Referred for a criminal offense at age 13 or younger (misdemeanor or felony charges; exclude status offenses, violations, infractions)	96%
4.5 Involved in constructive extra-curricular activities (sports, clubs, music, theater, arts, etc.)	(-77%)
4.8 Behavior hurts others or puts them in danger (check if true at any time in past)	71%
4.10 Behavior hurts youth or puts her/him in danger (check if has been true at any time in the past) (suicide, excessive risk-taking)	50%
4.11 In past month, youth's behavior has hurt or put her/him in danger (suicide, excessive risk-taking)	55%
4.12 A pattern of impulsivity combined with aggressive behavior toward others	64%
5.1 Communicates effectively with family members (both verbal and nonverbal shared communication with healthy relationship boundaries)	(-65%)
5.2 Poor family supervision and control (don't know where youth goes, what youth does, and has little influence in such matters)	59%
5.3 Serious family conflicts (family often yell at or insult each other in ways that make youth uncomfortable/unhappy)	60%
5.4 History of reported child abuse/neglect or domestic violence	56%
5.8 Family trauma/disruption during past 12 months (separation/divorce, frequent moves, inadequate finances, illness, death, abandonment)	59%
7.1 Anti-social thinking, attitudes, values, beliefs (attitudes or values which are accepting of delinquent behavior, drug use, and/or violence)	73%
7.2 Youth lacks empathy, remorse, sympathy, or feelings for his/her victim(s)	53%
Items that are of special concern for the age of the youth	
6.1 Substance use beyond experimental use (uses alcohol and/or drugs regularly)	19%
6.2 Current substance use is causing problems in youth's life (youth is having problems with school, the law, family, friends or community related to alcohol/drug use).	15%
2.8 Diagnosed learning disability or concrete evidence of cognitive difficulties	32%
5.8 Family trauma/disruption during past 12 months (separation/divorce, frequent moves, inadequate finances, illness, death, abandonment)	59%
6.3 Substance use began at age 13 or younger	28%

Marion County Juvenile crime trends since 2008



The Family Support Program measures outcomes by change in risk and protective factors on the JCP assessments. These show youth who received FSP services make significant improvements in key areas.

Oregon County Juvenile Justice measures overall public safety with the rate of criminal re-offense within twelve months of the first criminal referral. Referrals come from law enforcement and allege that a criminal offense has been committed by the youth. Only youth assessed at medium to high-risk to recidivate as determined by the JCP assessment are eligible for FSP services. Youth who successfully completed FSP services from 2010 through 2015 show a lower rate of recidivism 12 months after completion of FSP services. This is a more specific measure of recidivism than the statewide measure. We look for any criminal referrals after the provision of services has ended, or from the date the youth/family declined, or was referred elsewhere.

All above data is from the Juvenile Justice Information System (JJIS).

#### **4. RELATION TO LOCAL DATA ON DISPROPORTIONATE MINORITY CONTACT [DMC]**

Marion county tracks and reports disproportionate minority contact annually using the Oregon Juvenile Justice Information System (JJIS 471 Series of Reports). In 2012 and 2016 an external analysis was completed by Dr. Bill Feyerherm of Portland State University. The disproportionately in Marion County happens primarily for Hispanic youth. They are consistently over-represented at Referral from law enforcement, under-represented with Diversion services and detained at our detention at higher rates than White youth. For the last two years (2015, 2016), parity has been achieved in detention indicating efforts to offer other options for Hispanic youth are having an effect on local practices. Diversion from petition to court for Hispanic youth is trending down and in 2016 was at parity. We continue to look for opportunities to connect these youth with diversion services.

Table below shows the Juvenile Department's Relative Rate Index trends for the past 5 years.

### **MARION COUNTY RELATIVE RATE INDEX 2012-2016**

(Youth ages 10 through 17)

SIGNIFICANT RELATIVE RATE INDEX COMPARED WITH WHITE JUVENILES						
	YEAR	BLACK	HISPANIC	ASIAN	NATIVE AMERICAN	ALL MINORITIES
Refer to Juvenile Court	2012	1.89			2.73	
	2013	2.25		0.62	2.93	
	2014	1.99		0.58	3.71	
	2015	2.55	1.4		3.13	1.43
	2016		1.35	0.48	4.64	1.58
Cases Diverted	2012			0.70		
	2013					
	2014			0.74		
	2015				1.4	
	2016					
Cases Involving Secure Detention	2012		1.56			1.45
	2013	1.54	1.58	1.54	0.57	1.41
	2014	2.07	1.40		0.38	
	2015	1.38			0.47	
	2016	2.68				
Cases Petitioned	2012		1.53	1.54	.	1.42
	2013	1.52	1.35			
	2014	1.60	1.36	1.71		
	2015					
	2016	1.95				

NOTE: Results displayed *ONLY* if RRI value is significant.

In order to identify those areas of highest priority, we have used the OJJDP Endorsed Criteria for interpreting the RRI matrix:

1. Statistical Significance
2. Magnitude of the RRI values
3. Volume – the number of youth involved and / or the numeric extent of disproportionate contact.
4. Comparison with other States / communities

In order to use these criteria in examining county data in Oregon, we used the following cutoff points:

1. For Statistical Significance the Index must be significant at the  $P < .01$  level
2. For Magnitude, the Index value must be over 1.33 in magnitude or under .75
3. For Volume, the number of cases to be changed in order to reach statistical parity must be at least 25
4. For Comparison, the index value must be above the 75th percentile, or for diversion and probation decisions, below the 25th percentile when compared to all other Communities providing DMC reporting.

The Family Support Program serves youth who are not yet involved in the Juvenile system. It's effectiveness with Hispanic youth can directly impact these youth progressing further into the system.

## 5. POPULATION TO BE SERVED

The Family Support Program serves youth and their families in Marion County, although consultation occurs occasionally with youth who live in Linn County and attend school in Marion County in the Stayton, Jefferson, and Mill City areas. Referrals are made by school staff, law enforcement, and community agencies such as mental health and New Solutions, Department of Human Services, recommendations from previous clients, probation officers working with a family concerned about younger siblings in the family, and parents who self refer to FSP with concerns about their youth.

To be eligible for services a youth must be nine to thirteen years old and score at a minimum medium on the Juvenile Crime Prevention Risk Assessment. Youth served in the program are non-adjudicated. However, more than half of the youth are referred by law enforcement with criminal behavior as a concern. There is no other program in Marion County that offers services to this age youth designed to address and intervene in criminal behavior through assessing and mitigating criminogenic risk factors.

Historically we receive roughly 200 referrals a biennium and do no outreach or promotion of the program. There is a high demand for Family Support Services, however only two Support Specialists. Roughly 100 youth will be eligible, volunteer, and participate during the biennium and can be timely served within the program capacity of two Family Support Specialists.

Demographics of the referred and served youth are similar, with the exception of a higher percentage of Hispanic youth that met criteria and engaged in services. Half (54%) of the referred youth were non-Hispanic Caucasian and 36% Hispanic. Overall, 72% of referred youth were male, which matches overall juvenile justice proportions.

## 6. JCP STRATEGIES AND OUTCOMES

Marion County Juvenile collects all JJIS data for youth with referrals and youth without a criminal referral are tracked in our internal CRIS system. We are able to report all demographic information and service data as described in Appendix H – Required Data Collection and Reporting for all youth served by the Family Support Program.

Outputs to be tracked in JJIS and our internal CRIS data system for youth with community referrals will include:

- Number of youth referred
- Number of youth assessed
- Number of youth met criteria
- Number of youth engage in services

Outcomes will be measured by change in risk and protective factors on the JCP assessments, successful completion of the program, recidivism, and lack of committing first crime. We will use JJIS, CRIS and Data Manager data to compile these outcomes.

## 7. EVIDENCE BASED PRACTICE AND CULTURAL APPROPRIATENESS

**Skillstreaming:** Addresses the social skill needs of students who display aggression, immaturity, withdrawal, or other problem behaviors. This newly revised book offers the most up-to-date information for implementing the *Skillstreaming* approach, which utilizes modeling, role playing, performance feedback, and transfer (homework). Students develop competence in dealing with interpersonal conflicts and learn to use self-control. The curriculum contains 50 skill lessons and includes six skill groups: Beginning Social Skills, Advanced Social Skills, Dealing with Feelings, Alternatives to Aggression, Dealing with Stress, and Planning Skills.

- Goldstein, A.P. & McGinnis, E. (1997). *Skillstreaming the adolescent: New strategies and perspectives for teaching prosocial skills*. Champaign, IL: Research Press. [www.researchpress.com](http://www.researchpress.com)
- Evans, Amy, and Candice Stefanou. "Behavioral and academic effects of Skillstreaming the Adolescent for at-risk middle school students." *NERA Conference Proceedings 2009*. 2009.

**Family Check Up and Everyday Parenting:** The Everyday Parenting curriculum is an adaption of the social learning approach to parent training and family therapy and is based on the Family Check-up model. This approach is divided into three areas of skills based on the concept of mindful parenting: supporting positive behavior, setting healthy limits, and building family relationships by helping parents change interaction patterns that occur daily in families and relationships.

The Family Check-Up is listed as a model program on several registries, including:

- Blueprints for Healthy Development, <http://www.blueprintsprograms.com/about.php>
- NREPP, <http://www.nrepp.samhsa.gov/>
- Administration for Children and Families, <http://homvee.acf.hhs.gov/programs.aspx>
- National Institute of Justice, <http://www.crimesolutions.gov/>

Other Research:

- Connell, A. M., & Dishion, T. J. (2008). Reducing depression among at-risk early adolescents: Three-year effects of a family-centered intervention embedded within schools. *Journal of Family Psychology*, 22, 574-585.
- Connell, A. M., Dishion, T. J., & Klostermann, S. (2011). Family Check-Up effects on adolescent arrest trajectories: Variation by developmental subtype. *Journal of Research on Adolescence*, 22(2), 367-380.
- Dishion, T. J., Shaw, D., Connell, A., Gardner, F., Weaver, C., & Wilson, M. (2008). The Family Check-Up With High-Risk Indigent Families: Preventing Problem Behavior by Increasing Parents' Positive Behavior Support in Early Childhood. *Child development*, 79(5), 1395-1414.
- Dishion, T. J., Brennan, L. M., McEachern, A., Shaw, D. S., Wilson, M. N., & Weaver, C. M. (2014). Prevention of problem behavior through annual Family Check-Ups in early childhood: Intervention effects from the home to the beginning of elementary school. *Journal of Abnormal Child Psychology*.
- Dishion, T. J., Nelson, S. E., & Kavanagh, K. (2003). The Family Check-Up with high-risk young adolescents: Preventing early-onset substance use by parent monitoring. *Behavior Therapy*, 34(4), 553-571.
- Lunkenheimer, E. S., Dishion, T. J., Shaw, D. S., Connell, A. M., Gardner, F., Wilson, M. N., & Skuban, E. M. (2008). Collateral benefits of the Family Check-Up on early childhood school readiness: Indirect effects of parents' positive behavior support. *Developmental Psychology*, 44(6), 1737.
- McEachern, A. D., Fosco, G. M., Dishion, T. J., Shaw, D. S., Wilson, M. N., & Gardner, F. (2013).

Collateral benefits of the Family Check-Up in early childhood on caregiver's social support and relationship satisfaction. *Journal of Family Psychology*.

- Shaw, D. S., Connell, A., Dishion, T. J., Wilson, M. N., & Gardner, F. (2009). Improvements in maternal depression as a mediator of intervention effects on early childhood problem behavior. *Development and psychopathology*, 21(02), 417-439.
- Smith, J. D., Dishion, T. J., Moore, K. J., Shaw, D. S., & Wilson, M. N. (2013). Effects of video feedback on early coercive parent-child interactions: The intervening role of caregivers' relational schemas. *Journal of Clinical Child & Adolescent Psychology*, 42(3), 405-417.
- Smith, J. D., Dishion, T. J., Shaw, D. S., & Wilson, M. N. (2013). Indirect effects of fidelity to the Family Check-Up on changes in parenting and early childhood problem behaviors. *Journal of Consulting and Clinical Psychology*, 81(6), 962.
- Spirito, A., Sindelar-Manning, H.I., Colby, S.M., Barnett, N.P., Lewander, W., Rohsenow, D.J, and Monti, P. (2011). Individual and family motivational interventions for alcohol-positive adolescents treated in an emergency department. *Archives of Pediatric Medicine*, 165, 269-274.
- Stormshak, E. A., Connell, A., & Dishion, T. J. (2009). An adaptive approach to family-centered intervention in schools: Linking intervention engagement to academic outcomes in middle and high school. *Prevention Science*, 10, 221-235.
- Stormshak, E. A., Connell, A. M., Véronneau, M.-H., Myers, M. W., Dishion, T. J., Kavanagh, K., & Caruthers, A. S. (2011). An ecological approach to promoting early adolescent mental health and social adaptation: Family-centered intervention in public middle schools. *Child Development*, 82(1), 209-225.
- Van Ryzin, M. J., & Dishion, T. J. (2012). The impact of a family-centered intervention on the ecology of adolescent antisocial behavior: Modeling developmental sequelae and trajectories during adolescence. *Development and psychopathology*, 24(03), 1139-1155.
- Smith, J. D., Knoble, N. B., Zerr, A. A., Dishion, T. J., & Stormshak, E. A. (2014). Family Check-Up Effects Across Diverse Ethnic Groups: Reducing Early-Adolescence Antisocial Behavior by Reducing Family Conflict. *Journal of Clinical Child and Adolescent Psychology: The Official Journal for the Society of Clinical Child and Adolescent Psychology, American Psychological Association, Division 53*, 43(3), 400-414. <http://doi.org/10.1080/15374416.2014.888670>

EPICS is a promising program on National Institute of Justice, <http://www.crimesolutions.gov/>

- Labrecque, Ryan M., and Paula Smith. 2015. "Does Training and Coaching Matter? An 18-Month Evaluation of a Community Supervision Model." *Victims & Offenders* 00:1-20.

#### HOPE scale

- Snyder, C. R., Harris, C., Anderson, J. R., Holleran, S. A., Irving, L. M., Sigmon, S. T., et al.(1991). The will and the ways: Development and validation of an individual-differences measure of hope. *Journal of Personality and Social Psychology*, 60, 570-585.
- Babyak, M. A., Snyder, C. R., & Yoshinobu, L. (1993). Psychometric properties of the Hope Scale: A confirmatory factor analysis. *Journal of Research in Personality*, 27, 154-169.
- Snyder, C. R. (2002). Hope theory: Rainbows in the mind. *Psychological Inquiry*, 13, 249---275.

#### Case Plans are considered Best Practice

- Implementing Evidence-Based Policy and Practice in Community Corrections, 2nd ed. (October 2009). U.S. Department of Justice, National Institute of Corrections.

<http://nicic.gov/Downloads/PDF/Library/024107.pdf>

**IRLEN:**

- Ekenna-Kalu, C., Fatolitis, P., Momen, N., Haseltine, C., Temme, L., Krouse, S. (2006). Meares-Irlen Syndrome Innovation Study: Assessment of the potential for colored overlays to enhance the reading skills of listed recruits (Navy). Report by the Naval Aerospace Medical Research Laboratory (NAMRL), July, 2006.
- Evans, B. (1994). The relationship between optometric problems, visual discomfort and reading difficulties. *Optician*, 5436(207), 18-22.
- Irlen, H. (1994). Scotopic Sensitivity/Irlen Syndrome – Hypothesis and Explanation of the Syndrome. *Journal of Behavioral Optometry*, 5, 62-65.
- Whichard, J.A., Feller, R.W., & Kastner, R. (2000). The Incidence of Scotopic Sensitivity Syndrome in Colorado Inmates. *Journal of Correctional Education*, 51(3), 294-299.

Please see page 21: Juvenile Crime Prevention Evidence-Based Practices Checklist

## **8. RELATION OF JCP SERVICES TO THE CONTINUUM OF SERVICES**

The Juvenile Crime Prevention – prevention funding serves youth 9-13 referred to the program. In collaboration with the youth and their family, the goal is to address areas of concern within the domains of the Juvenile Crime Prevention Risk Assessment and mitigate the likelihood that these youth will escalate into the Juvenile Justice system.

Juvenile Crime Prevention – Basic funding provides support for the Juvenile Departments infrastructure to provide resources to manage youth successfully within the community. In Marion County the Basic funding is used as partial funding to support a ninety day shelter care program –GAP. GAP serves adjudicated youth who need an alternative placement out of their home and receive programs and services within the program and community to address risk factors in substance abuse; education; poor peer associations; family functioning; and attitudes, values and beliefs. Youth live in the program but during the day are in public school or work programs, and then attend treatment programs in the community and back at GAP after school.

Diversion Funding - this funding is specific to provide services to youth to divert them from commitment to the Oregon Youth Authority and placement in a Youth Correctional Facility. Diversion funding is also used as partial funding for the GAP program with those youth who are at risk of commitment.



## 9. BUDGET INFORMATION

Budget information should include budget detail and budget narrative.

### MARION COUNTY JUVENILE DEPARTMENT

#### JCP Plan 2017-19

Personnel	JCP Prevention	JCP Basic	JCP Diversion
<u>Guaranteed Attendance Program (GAP)</u>			
4.64 FTE Group Worker 2		\$846,665	
4.08 FTE Group Worker 2			\$718,588
<u>Family Support Program</u>			
1.79 FTE Family Support Specialist	\$372,440		
Total Personnel	\$372,440	\$846,665	\$718,588
Total Administrative Charges	\$41,382	\$94,074	\$79,843
<b>TOTAL</b>	<b>\$413,822</b>	<b>\$940,739</b>	<b>\$798,431</b>

The program operates with 2FTE Family Support Specialists. The JCP funds are used to provide direct services to youth and families - the cost of 1.79 FTE Family Support Specialists positions. Funding for the additional .31FTE comes through Criminal Justice Funds in the Juvenile Department budget.

Because these positions are housed in the Juvenile Department, supplies, training, office space, supervision, and infrastructure are funded as part of the total department budget.

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION EVIDENCE-BASED  
PRACTICES CHECKLIST**

COUNTY/TRIBE: Marion

IJP FUNDED PROGRAM (fill out a form for each funded program): Family Support Program (FSP)

PROGRAM TYPE (e.g. mentoring, family therapy/counseling, skill building):  
Family support, Family Functioning, Youth and Family Skill building, Educational Success skill building, Community based in home services.

BRIEF DESCRIPTION OF FUNDED PROGRAM:

- The purpose of the Family Support Program (FSP) is to prevent youth who are likely, based on behaviors indicating risk factors associated with criminality, from entering into the juvenile justice system.
- Youth ages 9-13 are referred to the program for behaviors identified within the family, community, and schools. Referrals typically come directly from parents, through our partnership with schools, and from law enforcement (youth under the age of criminal responsibility or identified as best served outside the juvenile justice system). Participation in the program is voluntary and all support and interventions with youth occur within the context and engagement of the family. Collaboratively a case plan is developed using outcomes of the Juvenile Crime Prevention Risk Assessment and Family Check Up Assessment in alignment with the family's identified areas of concern and goals. The plan is focused on reducing risks, addressing needs, increasing assets and protective factors, supporting and strengthening family functioning, pro-social community engagement, and increasing educational success.
- The program outcomes are to decrease the likelihood that the youth will end up formally within the jurisdiction of the juvenile justice system, or penetrate deeper into the juvenile justice system, recidivism, and achievement of academic success.

TARGET POPULATION:

Youth age 9-13 referred by schools, law enforcement, community based agencies, family self-referral, and by probation officers for younger siblings of youth already formally involved with the juvenile justice system in order to reduce generational delinquency. Youth must score as medium or high risk on the Juvenile Crime Prevention Risk Assessment to be eligible for services.

EVIDENCE BASED PROGRAM:

The Family Support Program was evaluated using the Corrections Program Checklist (CPC) in January 2008. The Evidenced Based Correctional Program checklist is a tool developed by the University of Cincinnati Corrections Institute to assess correctional intervention programs and is used to ascertain how closely correctional programs meet known principles of effective intervention. The overall program rating was Effective. Since that evaluation the program has substantially increased the assessment and treatment components, areas where necessary improvement was required to increase program effectiveness.

Evidence and research based programs, services and principles are the basis of the intervention through a strength based approach, case planning, and risk reduction and skill development strategies.

**RESEARCH AND THEORY:**

Based on empirically valid research and theory (please provide citation for the theory and research)

The program is designed to be a maximum of nine months in accordance with evidenced based principles of the Corrections Program Checklist (CPC) from the work of Dr. Ed Latessa (Professor of the School of Criminal Justice at the University of Cincinnati).

**Irlen Syndrome:** Youth referred to the Family Support Program are screened for Scotopic Sensitivity, a perceptual processing disorder (the brain's ability to process visual information), and provided with information, and resources for diagnosis as appropriate. Scotopic Sensitivity can significantly impact reading, attention and concentration, writing, and math. It can manifest with physical symptoms such as headaches, fatigue, and eye strain, as well as behaviorally.

- Ekenna-Kalu, C., Fatolitis, P., Momen, N., Haseltine, C., Temme, L., Krouse, S. (2006). Meares-Irlen Syndrome Innovation Study: Assessment of the potential for colored overlays to enhance the reading skills of listed recruits (Navy). Report by the Naval Aerospace Medical Research Laboratory (NAMRL), July, 2006.
- Evans, B. (1994). The relationship between optometric problems, visual discomfort and reading difficulties. *Optician*, 5436(207), 18-22.
- Irlen, H. (1994). Scotopic Sensitivity/Irlen Syndrome – Hypothesis and Explanation of the Syndrome. *Journal of Behavioral Optometry*, 5, 62-65.
- Whichard, J.A., Feller, R.W., & Kastner, R. (2000). The Incidence of Scotopic Sensitivity Syndrome in Colorado Inmates. *Journal of Correctional Education*, 51(3), 294-299.

**Family Check Up:** The Family Support Specialists are trained and provided with ongoing support in implementing the Family Check Up (FCU) Model by clinical staff of The Child and Family Center at the University of Oregon. FCU is a brief, strength-based comprehensive family assessment that engages youth and families in identifying areas of strengths and challenges. The assessment is used to collaborate with parents to evaluate their needs and identify areas they have interest in addressing to improve relationships and functioning of their family.

**Every Day Parenting:** The Family Support Specialists are trained and provided with ongoing implementation support in the Every Day Parenting curriculum by clinical staff of The Child and Family Center at the University of Oregon. Every Day Parenting curriculum is divided into three areas of skills based on the concept of mindful parenting: supporting positive behavior, setting healthy limits, and building family relationships by helping parents change interaction patterns that occur daily in families and relationships.

Blueprints for Healthy Development, <http://www.blueprintsprograms.com/about.php>

- NREPP, <http://www.nrepp.samhsa.gov/>
- Administration for Children and Families, <http://homvee.acf.hhs.gov/programs.aspx>
- National Institute of Justice, <http://www.crimesolutions.gov/>
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**Skillstreaming:** is a four-part training approach—modeling, role-playing, performance feedback, and generalization—to teach essential prosocial skills and relationship skills to children and adolescents. *Skillstreaming* addresses the social skill needs of students who display aggression, immaturity, withdrawal, or other problem behaviors. This newly revised book offers the most up-to-date information for implementing the *Skillstreaming* approach, which utilizes modeling, role playing, performance feedback, and transfer (homework). Students develop competence in dealing

with interpersonal conflicts and learn to use self-control. The curriculum contains 50 skill lessons and includes six skill groups: Beginning Social Skills, Advanced Social Skills, Dealing with Feelings, Alternatives to Aggression, Dealing with Stress, and Planning Skills.

- Goldstein, A.P. & McGinnis, E. (1997). *Skillstreaming the adolescent: New strategies and perspectives for teaching prosocial skills*. Champaign, IL: Research Press. [www.researchpress.com](http://www.researchpress.com)
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**Effective Practices in Community Supervision (EPICS) and Cognitive–Behavioral tools (CBT):** Teaching the link between thinking, feelings and actions; provides opportunities to explore risky thinking and behavior patterns and replace with pro-social thinking; develops skills to evaluate positive and negative decisions; increase feelings identification, emotional regulation and empathy.

- Promising program on National Institute of Justice, <http://www.crimesolutions.gov/Labrecque>, Ryan M., and Paula Smith. 2015. "Does Training and Coaching Matter? An 18-Month Evaluation of a Community Supervision Model." *Victims & Offenders* 00:1-20.

**HOPE Scale:** Hope is a cognitive-based motivational theory helping youth learn to develop the capacity to create strategies to attain their goals. (Snyder, 2002) The theory identifies two cognitive processes termed 'pathways' and 'agency'. Pathway is the mental strategies toward goal attainment and agency is the mental energy or capacity the youth has to self-direct and sustain movement toward their goals. Research consistently demonstrates the compelling benefit for positive outcomes when a youth has high levels of hope.

- Snyder, C. R., Harris, C., Anderson, J. R., Holleran, S. A., Irving, L. M., Sigmon, S. T., et al. (1991). The will and the ways: Development and validation of an individual-differences measure of hope. *Journal of Personality and Social Psychology*, 60, 570-585.
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**Caseplans:** translate Juvenile Crime Prevention Assessment (JCP) risk and protective factors and Family Check-up results into a roadmap for youth, parents and the Family Support Specialist. Caseplans identify long term and short term goals, competencies and interventions to be utilized. Caseplans allow for the evaluation of progress and achievement of desired outcomes.

- Implementing Evidence-Based Policy and Practice in Community Corrections, 2nd ed. (October 2009). U.S. Department of Justice, National Institute of Corrections. <http://nicic.gov/Downloads/PDF/Library/024107.pdf>

#### RISK PRINCIPLE:

Uses a validated risk assessment tool (JCP)

Addresses risk in family, school, peer group, and other relevant social settings

- The Family Support program uses the Juvenile Crime Prevention Risk (JCP) tool to determine eligibility for program services. A referred youth must score medium or high risk to participate. This tool is widely used in Oregon and is a validated instrument with

high predictive rate for criminogenic risk. It is validated for the 9-13 age group of the target population.

- The tool assesses risk and protective factors within the family; education; values, attitudes and beliefs; peer associations; substance abuse; and life and social skill domains.

NEED (CRIMINOGENIC) PRINCIPLE:

As a juvenile crime prevention strategy, the targeted interventions must focus on criminogenic risk factors.

- The Juvenile Crime Prevention Risk tool assesses criminogenic risk. It provides both a score that is correlated from low to high risk for engaging in criminal behavior, and identifies specific risk and protective factors.
- The risk and protective factors are shared with the youth and family and they determine which areas they want to invest their time, energy and resources in creating change for the outcomes they desire.
- A case plan is developed from a format that includes all of the domains from the JCP. The case plan is the roadmap of strategies and actions towards achieving the identified goals and outcomes.
- The targeted areas of risk are addressed through comprehensive interventions across all of the systems (family, school, community), and building skills to increase holistic success in all aspects of a youths lives (relationships with parents and siblings, peer relationships, educational success, healthy lifestyle, goal setting and pathways to achievement, emotional regulation, problem solving and decision making, leisure activities, attitudes and values).
- Changes within one domain directly impact others. As a youth addresses substance abuse the family relationships improve, connectivity to education can be strengthened, and attitudes and beliefs become more pro-social.
- A re-assessment of the JCP measures changes in the risk and protective factors as interventions and services are provided.
- The program is nine months with intensive services initially to understand the issues in the JCP risk assessment domains, develop a case plan to address, build skills through role modeling, practice, reinforcement and rewards, and increase competency and comfort. Services are reduced in intensity as the youth and family become more proficient in the skills and the family is appropriately addressing limit setting, approval of peers, providing rewards and consequences, teaching accountability, etc.

RESPONSIVITY PRINCIPLE:

Families voluntarily participate in the Family Support Program. Through “voice and choice” the family members participate in the completion of the JCP and the Family Check Up tool and identify those areas that they are invested in making changes to accomplish their desired outcomes. The Family Support Staff build relationships through developing trust, use motivational interviewing to engage and motivate goal-oriented and client centered behavior change. Family Support Staff meet the youth and families where they are at in their process. Meetings take place where most comfortable for the youth and family and encouragement is given to include supportive friends, other service providers, and extended family members. The process to build trust, observe interactions and behaviors, provide support, modeling, re-enforcement and skill development

inherently involves frequent contact and in the moment recognition and praise. As youth and families become more comfortable and confident the involvement with the Family Support Specialist becomes less intensive. The caseloads are purposely low to allow for this level of engagement.

The Family Support Staff are skilled in working with this younger youth population, and are trained in adolescent development specific to the physiology of the developing brain and impact of trauma. Language and materials used are appropriate for the target population. The program is strength based and focused on relationships and interactions. Family Support Staff emphasize youth and parents strengths to validate healthy family interactions, and re-enforce the increase of those positive interactions as well as support the development of additional skills.

The Family Support Program serves youth within the context of their family, school and community. This is a critical period of biological and physical growth for a youth and the program addresses those developmental needs where solid skills are necessary to facilitate transition to full adolescence and adulthood. This age group is transitioning from childhood to early adolescence and middle school, to preparation for high school. These are all critical transitions. The program shores up educational engagement, connectivity, and academic achievement; develops skills and maturity in problem solving, emotional regulation, decision making, evaluation of consequences, goal setting and action steps or pathways to achieving goals; and parental skills in limit setting, appropriate consequences, rewards and incentives, positive youth development and engagement.

One of the Family Support Specialist is bi-lingual and bi-cultural to best serve the Hispanic/Latino clients.

**QUALITY SERVICE PRINCIPLE:**

The supervisor of the Family Support Program has thirty-years in working with youth and families. They were trained five years ago in Effective Practices in Community Supervision (EPICS), served as a state wide EPICS juvenile justice trainer, and provide the on-going coaching and support to the Family Support Specialists. The direct services Family Support Staff are a critical asset and well equipped to provide relational services within the model and in a manner that is strength-based, voice and choice centered, and promotes skill development and positive youth development. The staff are trained in the models and tools used in the program and philosophically support a behavior change model that enhances strengths, addresses attitudes, values and beliefs through connecting thinking with behavior, understanding of normal adolescent behavior and the developmental tasks to be accomplished, and how adults support youth through childhood and adolescence. The bi-lingual, bi-cultural staff has seventeen years of experience working with youth and outside of his professional employment coach's youth. The other Family Support Specialist has sixteen years of experience working with youth and families. Eight of these years was spent working specifically within the mental health system providing training for therapeutic foster parents; family wrap-around services; and therapeutic skills training; all intensive community services.

Using the Family Check Up information and the Juvenile Crime Prevention Risk Assessment and Re-assessment, and the Measureable Outcomes Form, the Juvenile Department Management Analyst continually reviews outcome data to ensure focus remains on results. The program staff use established models and curriculum for service delivery.

**COLLABORATION PRINCIPLE:**

The initial engagement with the youth and family begins the collaborative process. The program is voluntary and focuses on those areas identified by the youth and family for investment. The basis

of the program is the trust and relationship evolving with the youth and family. The program emphasizes addressing concerns regarding the youth's behavior within the context of the family system. This is the second level of the collaborative process.

The Family Support Staff have a long history of highly collaborative partnerships with schools throughout Marion County. They model and support the family engagement and advocacy for the youth's educational achievement. They assist schools in finding solutions and strategies that improve the youth's behaviors, attitudes and academic success.

FSP staff collaborate with community based agencies such as Children's Behavioral Health, Child Welfare, Developmental Disabilities, law enforcement, Mid Valley Wrap (MV-WRAP), New Solutions, and non-profit agencies.

#### COGNITIVE-BEHAVORAL APPROACHES:

Family Check Up, Every Day Parenting, Skillstreaming and EPICS all use a cognitive-behavioral approach. Services from FSS to youth and parents utilize modeling, role playing, performance feedback, and transfer (homework). For youth services; highlight the link between thinking, feelings and actions; provide opportunities to explore risky thinking and behavior patterns and replace with pro-social thinking; develop skills to evaluate positive and negative decisions; increase feelings identification, emotional regulation and empathy. FSP staff work with parents around the concept of mindful parenting: supporting positive behavior, setting healthy limits, and building family relationships by helping parents change interaction patterns that occur daily in families and relationships. Following the cognitive-behavioral model, staff consistently follow-up with youth and families to reinforce learned skills.