



CULTURALLY RELEVANT AND RESPONSIVE RESIDENTIAL SERVICES FOR OREGON YOUTH AUTHORITY

PURPOSE

Youth of color and marginalized populations are overrepresented in the juvenile justice system. At the Oregon Youth Authority (“OYA”), we are committed to providing youth with racially, ethnically, and culturally responsive services. Data shows that more services and supports are needed. Therefore, OYA is seeking programs that are interested and have the capacity to serve our youth so that they can remain in or transition back into their home communities, especially our youth from marginalized populations. The further our youth go into the juvenile justice system, the more overrepresented marginalized youth become in the overall justice system.

PROGRAM GOALS

OYA is seeking programs to provide residential services for youth between 12-24 years of age to include, but not limited to:

- Work with the youth, family, and Juvenile Probation/Parole Officer (“JPPO”) to assess the youth’s service needs to address behaviors putting youth at risk of placement within a Youth Correctional Facility.
- Provide residential services and assist in connecting the youth and family with the appropriate service provider during and after placement.
- Successfully reconnect youth with their family and community to lead a productive crime-free life.
- Create an environment of fairness that ensures youth and families from marginalized communities feel safe, respected, and supported.
- Have experience and training in working with youth and families from ethnically, racially, and culturally diverse communities.
- Actively engage with youth, family, and community during placement.
- Actively engage youth, family, and JPPO in developing and executing youth’s case plan, which may include coordinating referrals for mental health, substance use, family therapy, etc.
- Maintain a staffing ratio that provides consistent supervision based on the needs of the youth.
- Provide an array of services per week. These services may include, but are not limited to:
 - Assessment/Evaluations
 - Education
 - Life Skills
 - Services for youth to reconnect to identified appropriate community cultural support
 - Individual/Group Counseling
 - Skill Building
 - Mentoring

Services shall focus on reducing the risk of criminal behavior and address the youth's developmental and other needs as documented in the youth's case plan. Programs will work with OYA to develop a process to ensure services provided are appropriate and workable and meet the guidelines of evidence-based, best practice programs, and cost-effectiveness as described under [ORS 182.515](#).

CONTRACTING WITH OYA

OYA may award multiple contracts for residential services to support the growing need for services for youth throughout Oregon. Contract(s) may be awarded for two (2) year terms, with the option to amend any contract for changes in terms, time, money, services, or any combination of the foregoing.

OYA will have no obligation to extend any contract and will incur no liability for electing not to exercise its option. OYA cannot predict a caseload for these services and does not guarantee any particular volume of business will be offered to any program, nor is there any guarantee that OYA will use the services of any program that is issued a contract.

SERVICE RATES

OYA reserves the right to negotiate rates prior to a contract being awarded. If OYA and the potential contractor cannot agree upon a service rate, a contract may not be issued.

MINIMUM QUALIFICATIONS

If any program will be providing services to youth under the age of 18, they must be current or able to obtain a Children's Care License prior to any contract being executed with the OYA.

Children's Care Licensing Website: [Oregon Department of Human Services : Children's Care Licensing Program : Children's Care Licensing : State of Oregon](#).

Qualifications:

- ▶ Experience working with at-risk youth from marginalized populations. This experience can include formal work experience, volunteer work, lived experience, or a combination of all.
- ▶ The ability to work non-traditional hours to meet the needs of youth; this includes evenings and weekends.
- ▶ The ability to effectively coordinate and provide residential services for OYA youth.

REFERENCES

Provide two (2) references that OYA may contact prior to the award of the contract. References shall have specific knowledge of experience and work performed.

OYA may check to determine if the references provided support the program's ability to comply with the requirements of providing services to OYA youth. OYA may use references to obtain additional information or verify any information needed. OYA may contact any reference (submitted or not) to verify the accuracy of statements made by potential contractors in determining qualifications.

ADDITIONAL REQUIREMENTS

BUSINESS REGISTRY

If OYA contracts with a program, the program who conducts business in Oregon shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the contract. The selected contractor shall submit a current Oregon Secretary of State Business registry number, or an explanation if not applicable.

See Secretary of State Website: [State of Oregon: Business - Register a Business](#)

CONFIDENTIALITY

Programs shall appropriately secure all records and files to prevent access by unauthorized persons. Programs shall, and shall require its employees and subcontractors to comply with all applicable federal and state laws, rules, and regulations regarding the confidentiality of client records.

MANDATORY REPORTING

As required by Oregon Law, all OYA contractors must immediately inform either the local office of the Department of Human Services (“DHS”) or a law enforcement agency when they have reasonable cause to believe that any child with whom the contractor comes in contact has suffered abuse, or that any person with whom the contractor comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

ZERO TOLERANCE OF SEXUAL ABUSE

OYA is committed to a zero-tolerance standard toward all forms of sexual abuse and the elimination of sexual abuse in its program. If contractor obtains knowledge, suspicion, or information about (i) an incident of sexual abuse or sexual harassment that occurred while youth is in the community, or (ii) retaliation against offenders or other reporters of such incidents, or (iii) any staff neglect or violation or responsibilities that may have contributed either to the incident or the retaliation, contractor shall immediately notify the youth’s JPPO and the OYA’s Professional Standards Office (“PSO”).

CRIMINAL RECORDS CHECK

Prior to the execution of a contract, the contractor and all direct service staff must pass a criminal records check based on the OYA’s criminal history records check standards as set forth by [OAR 416-800-0000 to 416-800-0095](#) and a child abuse registry check prior to any services being provided under a contract. Criminal records checks must be updated at least every five years.

OYA may consider a number of factors in making a criminal records check fitness determination, including the nature of the crimes, the relevance of the subject crimes, and the length and requirements of any ongoing post-prison supervision. OYA’s practice is to evaluate each contractor’s history and to determine fitness based on these criteria. Please be aware that OYA’s practice is to not award a contract until at least five years have passed since parole or probation has been terminated.

TAXPAYER IDENTIFICATION NUMBER

Before a contract is executed, the contractor shall provide to OYA its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form. OYA will not make any payment until OYA has a properly completed W-9.

INSURANCE REQUIREMENTS

Prior to execution of a contract, contractor shall secure and demonstrate to OYA proof of insurance coverage meeting the requirements identified below. The below insurance requirements are minimum requirements and may be different for each contract executed.

Workers' Compensation and Employers' Liability - \$500,000 Each Accident

Commercial General Liability - \$1,000,000 Per Occurrence / \$3,000,000 Aggregate

Professional Liability - \$1,000,000 Per Claim / \$2,000,000 Aggregate

Physical Abuse and Sexual Molestation - \$1,000,000 Per Occurrence / \$3,000,000 Aggregate

Automobile Liability - \$1,000,000 Combined Single Limit

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the contract, or
- (ii) OYA or contractor termination of this contract, or
- (iii) The expiration of all warranty periods provided under this contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to OYA Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under an awarded contract. The Certificate(s) shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by an awarded contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, OYA has the right to request copies of insurance policies and endorsements relating to the insurance requirements under an awarded contract.