



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
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November 4, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 6188 between the
State of Oregon, Department of Corrections and Clackamas County Community Corrections

| | |
|--|---|
| Purpose/Outcome | This IGA will provide funding for Community Corrections Men’s and Women’s Corrections Substance Abuse Programs for the 2021-2023 biennium |
| Dollar Amount and Fiscal Impact | \$663,456 These state dollars fund 7.89% of the Corrections Substance Abuse Programs |
| Funding Source | State of Oregon Department of Corrections, Measure 57 Supplemental Funds, No General Funds are involved |
| Duration | July 1, 2021 - June 30, 2023 |
| Previous Board Action/Review | 2019-2021 Biennial approval Discussed at issues November 2, 2021 |
| Counsel Review | 10/19/2021 |
| Strategic Plan Alignment | Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities |
| Contact Person | Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717 |

BACKGROUND: This IGA is required for any County receiving Community Corrections funds. Approval of this IGA allows for continuation of funding of the current Community Corrections Substance Abuse Programs through Measure 57 supplemental funds.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement No. 6188 between Clackamas County and the State of Oregon Department of Corrections, for the Measure 57 supplemental funds.

Respectfully submitted,

Captain Malcolm McDonald
Director, Community Corrections

INTERGOVERNMENTAL AGREEMENT #6188
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to adult on supervision violation of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2021** and will remain in effect until **June 30, 2023** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
 8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 9. Co-ed treatment shall be avoided if possible.
 10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2022.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$663,456.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement 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 ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, 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 COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Clackamas County Community Corrections
Malcolm McDonald, Director
1024 Main Street
Oregon City, OR 97045
Telephone: 503-655-8603
Fax: 503-650-8942
Email: malcolmmcd@co.clackamas.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Sam Zeigler (by email dated 5/13/2021)
Assistant Attorney General

EXHIBIT A
COUNTY INTERVENTION PLAN and BUDGET SUMMARY
CLACKAMAS COUNTY
(To be attached upon signature and return of Agreement by County)

2021-2023 M57 Supplemental Funds Intervention Program Budget Summary

| Program Expenses (please be detailed) | 19-21 M57 Supplemental Funds Carryover | 21-23 M57 Supplemental Funds | Other State Funds | County/Local Funds | Total |
|--|---|---------------------------------------|----------------------|-----------------------|-------------|
| A. Supervision Related Personnel Costs Salaries and wages (include position FTE and type) 6.0 FTE Community Corrections Officer 6.0 FTE Community Corrections Counselor 0.5 FTE Human Svc Coord Payroll taxes and benefits | 0 | \$433,436 | \$3,172,998 | \$1,890,331 | \$5,496,765 |
| B. Materials and Services Residential Expenses: Room & Board Janitorial/laundry Client support services Building Maintenance UA kits/lab Books/materials Office Supplies Allocated Costs | 0 | \$121,213 | \$887,352 | \$528,644 | \$1,537,209 |
| C. Treatment Provider and/or Contracted Professional Services A&D Special Services: 3.5 MH Specialists 160 hours/week Consultation Group treatment Psych/med reviews Nurse/medical services Medication Assisted Treatment (MAT) | 0 | \$108,807 | \$796,528 | \$474,536 | \$1,379,871 |
| D. Sanction Costs (by type) | 0 | 0 | 0 | 0 | 0 |
| E. Capital Outlay and Start-Up Costs | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | \$663,456 | \$4,856,878 | \$2,893,511 | \$8,413,845 |

Clackamas County Community Corrections
M57 Supplemental Fund
Program Summary

- The Corrections Substance Abuse Program (CSAP) is a residential alcohol and drug treatment program providing 50 beds for men and 20 beds for women. CSAP targets felony convicted high and medium-high risk to reoffend male and female clients on supervision. Participants may be on parole, post-prison supervision or probation with Clackamas County Community Corrections.
- The Men's and Women's CSAP programs are approximately one year in length with a minimum of six months in residence at the Corrections Center followed by six months of structured aftercare. Treatment is provided by licensed Mental Health Therapists and Community Corrections Counselors who specialize in both addictions and in working with the offender population. Focus is placed on treatment for substance abuse as well as criminal conduct. Clients spend approximately 38 hours per week in structured activities. Treatment curriculum is evidence based and addresses each participant's assessed risk and needs.
- Both programs utilize in-house sanctions such as additional chores, loss of privileges and extra treatment assignments. Rewards/Reinforcers are used to reinforce the positive changes clients are making. The programs utilize a token economy system where clients can purchase items such as coffee, snacks, and hygiene items and can earn extra privileges in the program.
- The Men's and Women's CSAP programs collaborate with Clackamas County Courts, Jail, Behavioral Health, and Public Health. Through sentencing to these treatment programs, clients are allowed an alternative to jail. The Jail assists this transition to the programs by making clients available for evaluation prior to release to identify if the client is program appropriate. Behavioral Health is contracted to provide Mental Health Therapists who facilitate evaluations and supervise treatment.
- Community Corrections does not anticipate any changes to the program due to the impact of BM110.

**EXHIBIT B
INDEMNIFICATION
CLACKAMAS COUNTY**

Contribution

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 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the 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. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the 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 the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department 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. The 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.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

November 2, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Grant Agreement between Clackamas County Community Corrections (CCCC) and OHSU-PSU School of Public Health, Oregon Health & Science University (OHSU) for Improved People’s Access to Community-based Treatment, Support, and Services (IMPACTS) Research Partner

| | |
|--|--|
| Purpose/Outcome | Community Corrections will build a client database that will allow client tracking while they are in the State funded IMPACTS program. |
| Dollar Amount and Fiscal Impact | \$23,368.00 |
| Funding Source | State of Oregon Criminal Justice Commission - no general funds are involved |
| Duration | Upon execution – June 30, 2022 |
| Previous Board Action/Review | No previous action |
| Strategic Plan Alignment | Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities |
| Contact Person | Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717 |

BACKGROUND: CCCC is collaborating with OHSU in a consultant position as Research Partner to advise and assist on the database development of evaluation and outcomes for the Improved People’s Access to Community-based Treatment, Support, and Services (IMPACTS) program. IMPACTS is funded through the State of Oregon, and is designed to provide comprehensive support and treatment for individuals who are the highest utilizers of mental health and criminal justice systems.

RECOMMENDATION: Community Corrections respectfully requests the Board of County Commissioners approval of Intergovernmental Grant Agreement between CCCC and OHSU to consult as research partner for the development of a database for the IMPACTS program.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY COMMUNITY CORRECTIONS (CCCC)
AND OHSU-PSU SCHOOL OF PUBLIC HEALTH, OREGON HEALTH & SCIENCE
UNIVERSITY (OHSU)**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County Community Corrections ("CCCC"), and OHSU-PSU School of Public Health, Oregon Health & Science University ("OHSU"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Community Corrections is partnering with Dr. Elizabeth Waddell in a consultant position to advise and assist on the development of evaluation and outcomes for the Improved People's Access to Community-based Treatment, Support, and Services (IMPACTS) program. IMPACTS is funded through the state of Oregon, and is designed to provide comprehensive support and treatment for individuals who are the highest utilizers of mental health and criminal justice systems.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2022, whichever is sooner.
2. **Scope of Work.** OHSU agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** CCCC agrees to pay OHSU, from available and authorized funds, a sum not to exceed **Twenty-three Thousand Three Hundred Sixty-eight Dollars (\$23,368)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, OHSU shall submit monthly invoices for Work performed and shall include the total amount billed to date by OHSU prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the CCCC's review and approval of invoices submitted by OHSU. OHSU shall not submit invoices for, and the CCCC will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *OHSU Representations and Warranties:* OHSU represents and warrants to CCCC that OHSU has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of OHSU enforceable in accordance with its terms.

- B. *CCCC Representations and Warranties*: CCCC represents and warrants to OHSU that CCCC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of CCCC enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the CCCC or OHSU may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the CCCC or OHSU may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. CCCC or OHSU shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event the terminating Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CCCC agrees to indemnify, save harmless and defend the OHSU, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the CCCC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the CCCC has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, OHSU agrees to indemnify, save harmless and defend the CCCC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the OHSU or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the OHSU has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Dr. Elizabeth Waddell or their designee will act as liaison for OHSU.

Contact Information:

waddelle@ohsu.edu

Malcolm McDonald or their designee will act as liaison for CCCC.

Contact Information:

malcolmmcd@clackamas.us

10. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between CCCC and OHSU that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 CCCC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the

jurisdiction of any court. OHSU, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** OHSU shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. OHSU shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, OHSU shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** “Background Intellectual Property” means any Intellectual Property developed before the Effective Date and/or independent of the Scope of Services. All Background Intellectual Property used in connection with the Scope of Services shall remain the property of the Party who owned or was in possession of such Background Intellectual Property prior to the Effective Date. OHSU acknowledges and agrees that – aside from the Background Intellectual Property detailed above - all work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of CCCC. CCCC shall own any and all data, documents, plans, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, OHSU shall promptly deliver these materials to the CCCC’s Project Manager.
- F. **Publication.** OHSU is entitled to publish work based on this project, with CCCC as co-author, if desired, after providing CCCC with a copy of the publication at least thirty (30) days prior to the intended submission for publication to allow review of materials for any inadvertent disclosure of confidential information. If CCCC believes such disclosure is contained in the proposed publication, CCCC may request that OHSU delete or amend the relevant part of the publication.

- G. **Hazard Communication.** OHSU shall notify CCCC prior to using products containing hazardous chemicals to which CCCC employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon CCCC's request, OHSU shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- H. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- I. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- J. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- K. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- L. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- M. **No Third-Party Beneficiary.** OHSU and CCCC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- N. **Subcontract and Assignment.** OHSU shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the CCCC, which shall be granted or denied in the CCCC's sole discretion. CCCC's consent to any subcontract shall not relieve OHSU of any of its duties or obligations under this Agreement.
- O. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (F), (G) (H), (I), (J), (M), (P), (S), (U), and (V) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- Q. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- R. **Time is of the Essence.** OHSU agrees that time is of the essence in the performance this Agreement.
- S. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- T. **Force Majeure.** Neither OHSU nor CCCC shall be held responsible for delay or default caused by events outside of OHSU or CCCC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, OHSU shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- U. **Confidentiality.** OHSU acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by OHSU or its employees or agents in the performance of this Agreement shall be deemed confidential information of the CCCC ("Confidential Information"). OHSU agrees to hold Confidential Information in strict confidence, using at least the same degree of care that OHSU uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market,

transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- V. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**CLACKAMAS COUNTY COMMUNITY
CORRECTIONS**

Chair, Tootie Smith
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull

Signing on Behalf of Clackamas County
Community Corrections

**OHSU-PSU School of Public Health,
Oregon Health & Science University**

Lisa Fitzpatrick, Pre-award Manager

Signing on Behalf of OHSU-PSU School
of Public Health, Oregon Health & Science
University

Tootie Smith, Chair

Lisa Fitzpatrick, Pre-award Manager

Exhibit A

IMPACT-OHSU Scope of Work

Statement of Work

Contractor: OHSU-PSU School of Public Health, Oregon Health & Science University (OHSU)

Type of Service: Research Partner/Technical Assistance

Contract Start Date: Upon execution of this Agreement by both parties.

Contract End Date: 06/30/2022

Project Description:

Community Corrections is partnering with Dr. Elizabeth Waddell in a consultant position to advise and assist on the development of evaluation and outcomes for the Improved People's Access to Community-based Treatment, Support, and Services (IMPACTS) program. IMPACTS is funded through the state of Oregon, and is designed to provide comprehensive support and treatment for individuals who are the highest utilizers of mental health and criminal justice systems.

Dr. Waddell is an Associate Professor in the OHSU-PSU School of Public Health and the OHSU School of Medicine. She serves as a research partner with Community Corrections on our federally-funded grant projects. IMPACTS is the first state-funded program partnership between Community Corrections and Dr. Waddell. She will assist Clackamas County in building a client database that will allow multiple agencies and organizations to input the dates of client contacts, which will allow Community Corrections to track clients while they are enrolled in IMPACTS. Contacts might include behavioral health specialists, housing agencies, case managers, or peer mentors. This will allow probation/parole officers follow up with clients if they disengage with their treatment.

The database will assist in evaluation and reporting on the effectiveness of the program.

Deliverables:

OHSU will deliver to CCCC the following deliverables:

List:

- Client database
- Training materials for the database

Description of Deliverables:

Qualtrics-based client database. This database will be owned by CCCC and will serve as a template for other client or caseload databases.

Training materials for users of database. Illustrated instructions will be accessible to probation/parole officers, agencies, and organizations who use the database.

Due Date or Estimated Duration:

December 30, 2021 for implementation of database.

Dr. Waddell will remain available for database consultation throughout the duration of the grant and reporting period (June 30, 2022).

Milestones:

1. Assist in database design;
2. Create training materials
3. Assist in training and technical support for database consultation
4. Consult on reporting or evaluation issues that arise during the grant program

Tasks/Milestones Responsible Party:

Estimated Completion Date:

Database will be complete by September, 2021

Training materials will be complete by October, 2021

Training and technical support for database users will be ongoing for the life of the grant

Training and technical support for reporting and evaluation will be ongoing for the life of the grant

Miscellaneous:

Fees:

Payment for Services performed can be defined in various ways, such as fixed fee, hourly rate or a set rate structure. Payments must be tied to tasks or deliverables. Define how fees will be structured and the maximum amount to be paid under this contract:

Payment Schedule:

| | |
|----------------------------|------------|
| Quarter 1 = July-Sept 2021 | \$5,842.00 |
| Quarter 2 = Oct-Dec 2021 | \$5,842.00 |
| Quarter 3 = Jan-Mar 2022 | \$5,842.00 |
| Quarter 4 = Apr-Jun 2022 | \$5,842.00 |

Total Subcontract Amount: \$23,368 (\$17,703 Directs + \$5,665 F&A)



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

November 4, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Sub-Recipient Agreement # 20-024 Amendment 1 No-Cost Extension between Clackamas County Community Corrections (CCCC) and Sub-Recipient Oregon Health and Science University (OHSU) for System-Level Diversion Strategies

| | |
|--|--|
| Purpose/Outcome | Community Corrections would like to establish alternatives to incarceration for individuals with opioid use disorders. |
| Dollar Amount and Fiscal Impact | N/A |
| Funding Source | US Department of Justice - no general funds are involved |
| Duration | December 01, 2019 – September 30, 2022 |
| Previous Board Action/Review | Sub-Recipient Agreement #20-024 approved February 24, 2020 Discussed at issues November 2, 2021 |
| Strategic Plan Alignment | Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities |
| Contact Person | Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717 |

BACKGROUND: Clackamas County Community Corrections received a cooperative agreement from the Department of Justice Office of Justice Programs in support of the development of testing of programs to help divert individuals from jail who are affected by opioid use disorder (OUD).

As research partner, OHSU will assist CCCC with developing and implementing effective strategies to address the OUD problem. OHSU will conduct analysis of implemented strategies.

The Amendment 1 for Agreement 20-024 specifies that the funds will be available for eligible costs beginning on December 1, 2019 and, with the no-cost extension, ending on September 30, 2022.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve Sub-Recipient Grant Agreement 20-024 Amendment 1 between Clackamas County Community Corrections and Oregon Health and Science University to provide system-level diversion strategies for individuals with opioid use disorders.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

Subrecipient Amendment (FY 21-22)
Clackamas County-Community Corrections

Subrecipient Agreement Number: 20-024

Board Order Number: 2/11/20

Department/Division: Community Corrections

Amendment No. 1

Subrecipient: OHSU

Amendment Requested By: Judy Anderson-Smith

Changes: Scope of Service
 Agreement Time

Agreement Budget
() Other:

Justification for Amendment:

The project is a collaboration of Clackamas County Community Corrections and OHSU. A main goal of the project is to more efficiently and effectively address the growing problem of opioid use in Clackamas County, with special focus on diversion of opioid use disorder (“OUD”)-involved “high frequency” utilizers across systems (i.e., justice, healthcare, social services) to reduce opioid use and its impacts, including recidivism.

Due to COVID, there was limited activity on our project during FY 20-21

This amendment extends the agreement term to September 30, 2022 through a no-cost extension.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with “***bold/italic***” font for easy reference.

AMEND:

1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 01, 2019** and not later than **September 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 01, 2019** and not later than **September 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

November 4, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 6153 and Biennial Plan between the State of Oregon Department of Corrections and Clackamas County Community Corrections

| | |
|--|---|
| Purpose/Outcome | This IGA will provide funding for Community Corrections programs for the 2021-2023 biennium |
| Dollar Amount and Fiscal Impact | \$16,119,747 Grant-in-Aid State of Oregon Grant-in-Aid dollars make up approximately 53.3% of the Community Corrections revenues |
| Funding Source | State of Oregon Department of Corrections, Grant-in-Aid Funding, No General Funds are involved |
| Duration | July 1, 2019-June 30, 2021 |
| Previous Board Action/Review | 2019-2021 Biennial approval |
| Counsel Review | 10/02/2019 |
| Procurement Review | No - Item is an IGA |
| Strategic Plan Alignment | Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities |
| Contact Person | Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717 |

BACKGROUND: This IGA is required for any county receiving Community Corrections funds. It adopts Community Corrections Biennial Plan for 2021-2023. The Plan details Community Corrections’ priorities, goals, and budget for the 2021-2023 biennium. The Local Public Safety Coordinating Council (LPSCC) approved the Plan for submission to the State on October 11, 2021. Approval of this IGA allows for continuation of the current Community Corrections programs.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve Intergovernmental Agreement No. 6153 and the Biennial Plan between Clackamas County and the State of Oregon Department of Corrections, for the 2021-2023 Grant-in-Ad funding of Community Corrections.

Respectfully submitted,

Captain Malcolm McDonald
Director, Community Corrections

**INTERGOVERNMENTAL AGREEMENT #6153
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY**

This Intergovernmental #6153 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adults on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2021** and will remain in effect until **June 30, 2023** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies and designated drug-related misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by adults on supervision.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
 - 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 - 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
 - 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 7. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 13. Active and Inactive Probation, OAR 291-206-0005 through 291-206-0030.
 - 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.
 - 18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the

Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.

19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep

current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/21, 10/1/21, 1/1/22, 4/1/22, 7/1/22, 10/1/22, 1/1/23, and 4/1/23.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.

- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of written notification to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intendsto discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. In no case does responsibility for supervision and provision of correctional services to non-designated drug-related misdemeanor adults on supervision revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this

Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement 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 ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, 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 COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Toni Payseno, Designated Procurement
Officer

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21
Assistant Attorney General

EXHIBIT A

**BUDGET SUMMARY
CLACKAMAS COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

EXHIBIT B

CLACKAMAS COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
CONTRIBUTION
CLACKAMAS COUNTY**

Contribution

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 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the 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. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the 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 the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department 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. The 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.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**2021 - 2023
CLACKAMAS COUNTY
SHERIFF'S OFFICE**



**Community Corrections Division
Biennial Plan**

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Local Public Safety Coordinating Council

Director Malcolm McDonald, Chair
Chief John Schmerber, Vice-Chair

October 11, 2021

Clackamas County Board of Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045-4035

Dear Commissioners:

The Clackamas County Local Public Safety Coordinating Council is pleased to submit the Community Corrections Biennial Plan for 2021-2023. The Plan was reviewed and unanimously approved by members today.

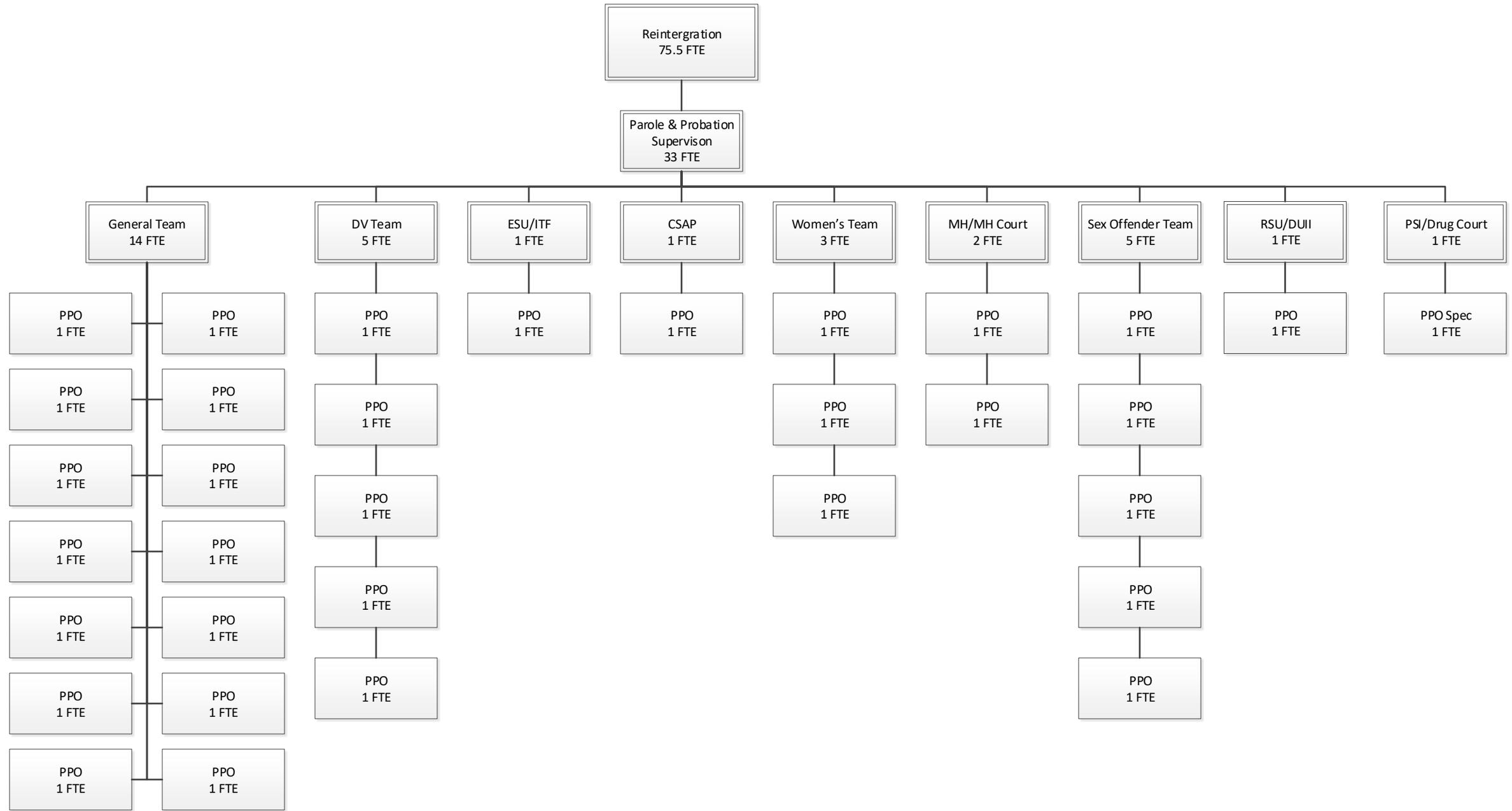
The Plan details Community Corrections priorities for Clackamas County in the upcoming biennium and provides a comprehensive review of all programs. The goal of Community Corrections is to create a continuum of services and sanctions for adult offenders focusing on evidence-based practices.

Sincerely,

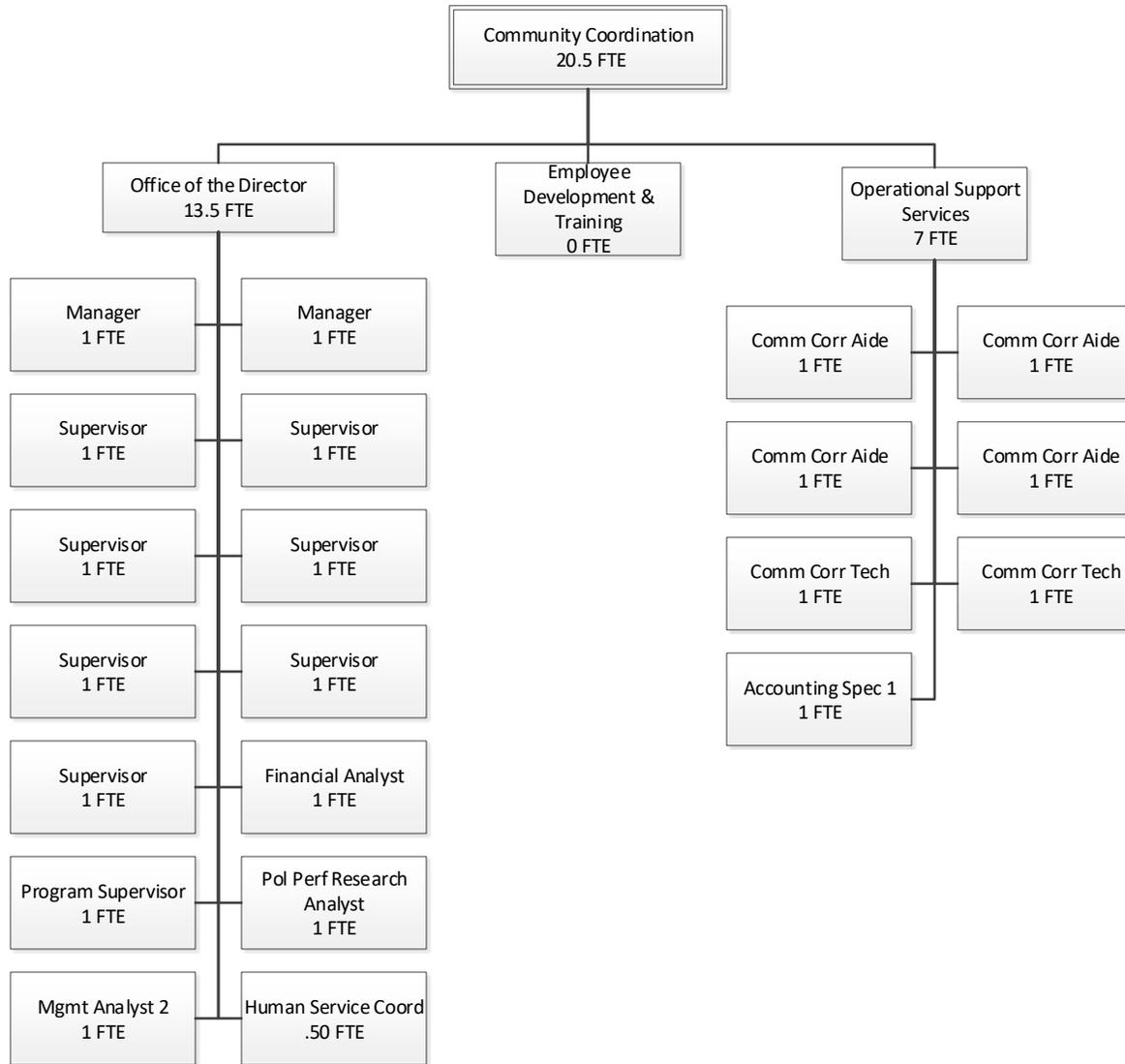
Malcolm McDonald
Chair, Clackamas County Local Public Safety Coordinating Council

ORGANIZATIONAL CHARTS

Clackamas County Community Corrections



Clackamas County Community Corrections



PROGRAM DESCRIPTIONS

| | |
|--------------------------|---|
| Program Name: | Residential Treatment and Counseling Program |
| Program Description: | The purpose of the Residential Treatment and Counseling Program is to provide guidance, treatment, employment & housing services to clients so they can achieve sustainable, long-term recovery and psychological well-being. |
| Program Category: | Behavioral Health Tx Services - Substance Abuse |
| Program Objectives: | Clackamas County residents will experience safer communities as evidenced by: <ul style="list-style-type: none"> • Increase in residential clients who have successfully completed the Clackamas Substance Abuse Program (CSAP) and do not get arrested on a new alcohol or drug charge within one year of completion • Increase in residential clients who are in the labor force and earning a livable wage by the end of supervision • Increase in residential clients who live in stable housing by the end of supervision |
| Method(s) of Evaluation: | Annual statistics, CPC audit |

Monthly Average to be Served: 70

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
| CSAP | Criminality/Substance Abuse | \$6,939,636.00 |
| | | |
| | | |

Funding Sources

| | |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$6,676,180.00 |
| <input checked="" type="checkbox"/> DOC M57 Supplemental Fund | \$663,456.00 |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | |
| <input type="checkbox"/> CJC Treatment Court Grant | |
| <input checked="" type="checkbox"/> County General Fund | \$2,427,484.00 |
| <input type="checkbox"/> Supervision Fees | |
| <input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | \$265,102.00 |
| <input checked="" type="checkbox"/> Other Fees (revenue) | \$48,500.00 |
| <input checked="" type="checkbox"/> Other State or Federal Grant | \$407,134.00 |
| Other: Please Identify | |
| <input checked="" type="checkbox"/> Carryover - JRI through 12/31/21 | \$166,037.00 |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Parole & Probation Supervision |
| Program Description: | The purpose of the Parole and Probation Supervision Program is to provide assessment and case planning, counseling, intervention and accountability services to individuals on parole or probation so they can remain in the community without an increased threat to public safety. |
| Program Category: | Supervision |
| Program Objectives: | <p>Clackamas County residents will experience safer communities as evidenced by:</p> <ul style="list-style-type: none"> • Reduction in new criminal convictions of Parole and Probation clients within a year following the end of their supervision • Increase in identified alcohol or drug addicted Community Corrections clients who complete substance abuse treatment by the end of supervision • Increase in Community Corrections clients in need of treatment will be provided mental health services. • Increase in Parole and Probation clients evaluated and recommended for Substance Use Disorder treatment who complete substance abuse treatment by the end of supervision • Increase in Victims who are due restitution and receive it <p>Community Corrections clients will experience their best opportunity for successful, pro-social reintegration into the community as evidenced by:</p> <ul style="list-style-type: none"> • Increase in Parole and Probation clients who are in the labor force and earning a livable wage by the end of supervision • Increase in Parole and Probation clients who live in stable housing by the end of supervision |
| Method(s) of Evaluation: | <p>Clackamas County will collect data and report annually on conformance with statewide performance outcomes.</p> <p>Audit and Supervisor Review</p> <p>Monthly and annual statistics</p> |

Monthly Average to be Served: 2500

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|--------------------|---|--|
| Bridge's to Change | Transitional Housing and Mentorship | \$1,000,000.00 |
| | | |

Funding Sources

- | | |
|---|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$5,628,156.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input checked="" type="checkbox"/> County General Fund | \$3,179,044.00 |
| <input type="checkbox"/> Supervision Fees | _____ |

| | |
|--|--------------|
| <input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | \$236,155.00 |
| <input checked="" type="checkbox"/> Other Fees (revenue) | \$5,800.00 |
| <input checked="" type="checkbox"/> Other State or Federal Grant | \$279,994.00 |
| Other: Please Identify | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Probation and Parole Supervision Program: Mental Health Services, and Housing |
| Program Description: | <p>The PPO that provides supervision of justice involved adults on community supervision for felony and misdemeanor crimes who suffer from mental illness with an Axis I Diagnosis works closely with mental health professionals and medical staff to ensure that clients are receiving mental health treatment and mental health medications. The PPO assists clients in accessing benefits such as Social Security and Medicare and Medicaid. Case planning is focused on community stabilization and transition to self-sufficiency.</p> <p>This PPO oversees two gender specific transitional houses for offenders with mental illness, Haven House 12 beds for men and Serenity 8 beds for women. Bridges to Change provides a mentor and a case manager to work specifically with these clients.</p> |
| Program Category: | Supervision |
| Program Objectives: | <ul style="list-style-type: none"> • Client specific information is shared across departments • Highest risk Community Corrections clients will be given highest priority by the county's mental health treatment system • Community Corrections clients in need of treatment (as determined by assessment or mental health practitioner referral) are provided mental health service |
| Method(s) of Evaluation: | Supervisor Review |

Monthly Average to be Served: 100

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
| | | |
| | | |

Funding Sources

- | | |
|--|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$139,807.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input checked="" type="checkbox"/> Other State or Federal Grant | \$343,064.00 |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments: Housing Authority of Clackamas County (HACC) supports housing and services provided to clients residing at Haven and Serenity House.

| | |
|--------------------------|---|
| Program Name: | Parole and Probation Supervision Program: Sex Offender Services |
| Program Description: | This program provides contracted sex offender treatment services and polygraphs for indigent offenders. All sex offender treatment groups are cognitive-based programs designed to address thinking errors and thereby change behavior. Offenders may be required to pay a portion of the treatment services based on the sliding fee scale. Sex offender treatment services include individual assessment and evaluation, a long-term sex offender treatment group, a shorter-term treatment, an intervention group for non-paraphilic offenders, individual counseling, biofeedback, arousal reconditioning therapy and an aftercare group. In conjunction with regular sex offender treatment, all sex offender treatment providers provide educational sessions that all safety plan supervisors must attend. This is called a chaperone program and it follows a set curriculum that is approved by the sex offender supervision team. Sex offenders attend weekly, bi-weekly and monthly meetings. The length of time in treatment can range from 6 months to 5 years depending on the offender's risk to the community, and their compliance with treatment and other conditions of supervision. All contracted treatment providers must be certified as sex offender treatment providers by the Oregon Association for the Treatment of Sexual Abusers. (OATSA) |
| Program Category: | Behavioral Health Tx Services - Sex Offender Tx |
| Program Objectives: | <ul style="list-style-type: none"> • All sex offenders will be evaluated by an approved treatment provider and if recommended for treatment will be referred to treatment. • Participants in sex offender treatment programming will successfully complete or maintain involvement in the program. • Sex offenders will submit to polygraph examination in conjunction with sex offender treatment. • All eligible sex offenders will submit to polygraph examinations in conjunction with sex offender treatment and no more than 25% of the polygraph examinations will produce "deceptive" results. |
| Method(s) of Evaluation: | Contract Review of Services |

Monthly Average to be Served: 50

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---|---|--|
| Integrated Clinical & Correctional Svc. | Sex Offender Treatment | \$40,000 1yr |
| Innovative Counseling Enterprises | Sex Offender Treatment | \$30,000 1yr |
| Wy'east Directions | Sex Offender Treatment | \$86,250 1yr |
| Conifer Clinical Services | Sex Offender Treatment | \$15,000 1yr |
| | | |
| | | |

Funding Sources

- State Grant-In-Aid Fund \$237,119.00
 DOC M57 Supplemental Fund
 CJC Justice Reinvestment Grant
 CJC Treatment Court Grant

| | |
|---|-------------|
| <input checked="" type="checkbox"/> County General Fund | \$40,000.00 |
| <input type="checkbox"/> Supervision Fees | |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | |
| <input type="checkbox"/> Other Fees (revenue) | |
| <input type="checkbox"/> Other State or Federal Grant | |
| Other: Please Identify | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

Additional Comments: State funding supports treatment and services to Felony Probation and PPS clients.

| | |
|--------------------------|--|
| Program Name: | Victim Services |
| Program Description: | The purpose of the Victim Services Program is to provide outreach, support, safety planning, advocacy and victim notification services to survivors and victims of crime so they can make informed choices, recover & feel safer. |
| Program Category: | Other Programs and Services |
| Program Objectives: | <ul style="list-style-type: none"> • Victims were given information on resources that are available and how to access them • Domestic violence victims who needed domestic violence resources due to intimate partner violence, stalking, or sexual assault were given a referral to the Family Justice Center • Domestic violence victims who use Victim Services and request a no contact order modification complete a safety plan • Victims who complete a safety plan |
| Method(s) of Evaluation: | Supervisor review |

Monthly Average to be Served: 50

Type of Offender(s) Served: Probation Parole/Post-Prison Local Control
 Crime Category: Felony Misdemeanor
 Gender: Male Female
 Risk Level: High Medium Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
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Funding Sources

- State Grant-In-Aid Fund \$59,194.00
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$209,819.00
- Supervision Fees _____
- Biennial Carryover (GIA, M57, FSAPP) _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Pretrial Services |
| Program Description: | The purpose of the Pretrial Services Program is to provide court-appointed monitoring services to defendants who are deemed eligible through evidence-based risk assessment and judicial review so they can return to their homes and communities in a manner that enhances community safety, thus freeing jail resources to focus on highest risk adults in custody. |
| Program Category: | Other Programs and Services |
| Program Objectives: | Continued reduction in the percentage of adults in custody at Clackamas County Jail who are classified as forced releases Increase in the number of defendants who are are not charged with a new offense during the pretrial stage Increase in the number of defendants who make all scheduled court appearances |
| Method(s) of Evaluation: | Annual Statistics |

Monthly Average to be Served: 130

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
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Funding Sources

- State Grant-In-Aid Fund _____
 - DOC M57 Supplemental Fund _____
 - CJC Justice Reinvestment Grant _____
 - CJC Treatment Court Grant _____
 - County General Fund _____
 - Supervision Fees _____
 - Biennial Carryover (GIA, M57, FSAPP) _____
 - Other Fees (revenue) _____
 - Other State or Federal Grant _____
- Other: Please Identify
- Carryover - JRI through 12/31/21 \$462,933.00 _____
 - _____
 - _____

Additional Comments: JRI carryover funds the continuations of the Pretrial program through December 31, 2021. 2021-2023 JRI funding not yet awarded.

| | |
|--------------------------|---|
| Program Name: | Community Service Program |
| Program Description: | The purpose of the Community Service Program is to provide sentencing alternative services to justice-involved individuals so they can be accountable for their offense, while remaining in their community and providing cost-effective labor to local municipal partners. |
| Program Category: | Community Service and Work Crew |
| Program Objectives: | <ul style="list-style-type: none"> • Increase in Community service clients who attend orientation and successfully complete their hours • Increase in Out-of-custody sanctions who are eligible for community service and receive sanctions in lieu of jail time • Increase in Clackamas County jail bed days not used because client was assigned to or opted for Community Service |
| Method(s) of Evaluation: | Annual audit of Community Services Program statistics Contractors provide annual evaluations of service |

Monthly Average to be Served: 250

Type of Offender(s) Served: Crime Category: Gender: Risk Level:

| | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control | | | <input checked="" type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
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Funding Sources

| | |
|---|--------------|
| <input type="checkbox"/> State Grant-In-Aid Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input checked="" type="checkbox"/> County General Fund | \$614,400.00 |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input checked="" type="checkbox"/> Other Fees (revenue) | \$32,000.00 |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input checked="" type="checkbox"/> Work Crew Contracts | \$324,419.00 |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Office of the Director |
| Program Description: | The purpose of the Director's Office Program is to provide leadership, motivation and administrative services to Community Corrections & the Sheriff's Office so they can create a high performing, resilient, and customer-focused culture of innovation. |
| Program Category: | Administration |
| Program Objectives: | <ul style="list-style-type: none"> • There will be no overdose deaths among Community Corrections clients • The department will create a communication plan that will provide Clackamas County residents, state and county agencies, and Community Corrections clients with a clear understanding of services provided and consistent updates on departmental progress and outcomes • Community Corrections will have a data sharing agreement in place to share specific information about clients with departments that are relevant to the client's success |
| Method(s) of Evaluation: | Results outputs from each division |

Monthly Average to be Served: N/A

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
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Funding Sources

- | | |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$2,489,499.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input checked="" type="checkbox"/> County General Fund | \$2,761,974.00 |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | \$478,043.00 |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input checked="" type="checkbox"/> Interest | \$35,000.00 |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

| | |
|--------------------------|--|
| Program Name: | Operational Support Services |
| Program Description: | The purpose of the Operational Support Services Program is to provide client intake, logistics and discharge management services to Community Corrections so they have the resources they need to appropriately supervise and assist clients in prosocial community reintegration. |
| Program Category: | Administration |
| Program Objectives: | Appropriately and accurately assigning clients to services within 48 hours. |
| Method(s) of Evaluation: | Quarterly Statistics |

Monthly Average to be Served: 400

Type of Offender(s) Served: Crime Category: Gender: Risk Level:

| | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input checked="" type="checkbox"/> Local Control | | | <input checked="" type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
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Funding Sources

- | | |
|---|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$847,897.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input checked="" type="checkbox"/> County General Fund | \$606,456.00 |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments: General Fund supports 4.0 Operational Support staff and misdemeanor supervision.

| | |
|--------------------------|---|
| Program Name: | Employee Development and Training |
| Program Description: | The purpose of the Employee Development and Training Program is to provide staff safety, survival skills and evidence-based practices training services to community corrections staff and partners so they can reduce risk, safely provide effective services, and make informed decisions based on results-oriented data. |
| Program Category: | Administration |
| Program Objectives: | Clackamas County will experience a Community Corrections Department that is evidence-based, high performing, and customer focused, as demonstrated by: • Increase in employees surveyed annually who report they work in an environment that prioritizes workplace trauma support and education |
| Method(s) of Evaluation: | Employee/Participant Report - Survey |

Monthly Average to be Served: 96

Type of Offender(s) Served: Crime Category: Gender: Risk Level:

| | | | |
|---|--------------------------------------|--|---------------------------------|
| <input type="checkbox"/> Probation | <input type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input type="checkbox"/> High |
| <input type="checkbox"/> Parole/Post-Prison | <input type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control | | | <input type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
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Funding Sources

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|---|-------------|--|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$41,895.00 | |
| <input type="checkbox"/> DOC M57 Supplemental Fund | | |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | | |
| <input type="checkbox"/> CJC Treatment Court Grant | | |
| <input checked="" type="checkbox"/> County General Fund | \$25,478.00 | |
| <input type="checkbox"/> Supervision Fees | | |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | | |
| <input type="checkbox"/> Other Fees (revenue) | | |
| <input type="checkbox"/> Other State or Federal Grant | | |
| Other: Please Identify | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |

Additional Comments:

BUDGET SUMMARY

**Clackamas County
2021-2023 Community Corrections Budget Summary**

| Program Name | Grant in Aid Fund | All Other Funds and Fees | Total |
|------------------------------------|--------------------------|---------------------------------|------------------------|
| Office of the Director | \$2,489,499.00 | \$3,275,017.00 | \$5,764,516.00 |
| Employee Development & Training | \$41,895.00 | \$25,478.00 | \$67,373.00 |
| Operational Support | \$847,897.00 | \$606,456.00 | \$1,454,353.00 |
| Community Service | \$0.00 | \$970,819.00 | \$970,819.00 |
| Parole & Probation Supervision | \$5,628,156.00 | \$3,700,993.00 | \$9,329,149.00 |
| Pretrial Services | \$0.00 | \$960,563.00 | \$960,563.00 |
| Residential Treatment & Counseling | \$6,676,180.00 | \$3,977,716.00 | \$10,653,896.00 |
| Victim Services | \$59,194.00 | \$209,819.00 | \$269,013.00 |
| Mental Health Services & Housing | \$139,807.00 | \$343,064.00 | \$482,871.00 |
| Sex Offender Services | \$237,119.00 | \$40,000.00 | \$277,119.00 |
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| Fund Total | \$16,119,747.00 | \$14,109,925.00 | \$30,229,672.00 |