



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff
Jenna Morrison, Undersheriff
Brad O'Neil, Undersheriff

September 25, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

**Approval of a Personal Services Contract with Pathfinders of Oregon for jail programming.
Contract value is \$250,381 for 1 year. Funding is through the Oregon Criminal Justice
Commission. No County General Funds are involved.**

Previous Board Action/Review	Briefed at Issues 9/24/2024		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Nancy Artmann	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: The purpose of this contract is to provide the following personal services in support of The Clackamas County Sheriff's Office: assessment and coordination services and evidence-based cognitive behavioral group programming for individuals in custody at the Clackamas County Jail.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

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**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 9871**

This Personal Services Contract (this “Contract”) is entered into between Pathfinders of Oregon DBA The Pathfinder Network (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Clackamas County Sheriff’s Office.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2025.
2. **Scope of Work.** Contractor shall provide the following personal services: assessment and coordination services and evidence-based cognitive behavioral group programming for individuals in custody at the Clackamas County Jail (“Work”), further described in **Exhibit A.**
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two hundred fifty thousand and three hundred eighty-one dollars (\$250,381.00)** for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget set forth in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Ke’ala Adolpho

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and County Contacts.

Contractor Administrator: Leticia Longoria-Navarro Phone: 503-892-5396 Email: llongoria-navarro@thepathfindernetwork.org	County Administrator: Ke’ala Adolpho Phone: 503-785-5042 Email: kadolpho@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

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

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

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

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent

to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(11)).

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

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

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

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

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

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

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

29. Reserved.

30. Reserved.

31. Reserved.

32. Reserved.

33. Reserved.

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

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

Pathfinders of Oregon DBA The Pathfinder
Network

Clackamas County

Leticia Longoria-Navarro

08/07/2024

Authorized Signature

Date

Signature

Date

Leticia Longoria-Navarro, Executive Director

Name / Title (Printed)

Name: _____

Title: _____

358132-86

Oregon Business Registry #

Approved as to Form:

DNP/Oregon

Entity Type / State of Formation

County Counsel

09/10/2024

Date

**EXHIBIT A
STATEMENT OF WORK**



Proposal to Deliver Services for Clackamas County Sheriff's Office

The following proposal defines services and costs associated with The Pathfinder Network (TPN) providing assessment and coordination services and evidence-based cognitive behavioral group programming for individuals in custody at the Clackamas County Jail.

This proposal is intended to be a starting place for a conversation between Clackamas County Sherriff's Office (CCSO) and The Pathfinder Network regarding the services proposed. We are excited about the possibility of partnering and look forward to continued exploration together.

Version 3.0
July 30, 2024

Presented by:
Leticia Longoria-Navarro

A handwritten signature in blue ink that reads 'Leticia Longoria-Navarro'. The signature is written in a cursive style.

Executive Director
The Pathfinder Network

Overview

The Pathfinder Network (TPN) is committed to supporting The Clackamas County Sheriff's Office (CCSO) in their efforts to provide services to support individuals in custody at the Clackamas County Jail. Our primary goal is partnering with you in your mission to provide public safety services to the people in Clackamas County so they can experience a safe and secure community.

CCSO provides supervision, resources, intervention, treatment, and victim services to justice involved individuals and crime victims so they can experience and contribute to a safe community.

The Pathfinder Network was founded in 1993 to provide justice system-impacted individuals and families the tools and support they need to be safe and thrive in our communities. We support second chances, envision communities that welcome all people, and create pathways to change. We believe all people have the capacity to change, and we honor the dignity and worth of every individual, treat our clients and employees with compassion, and bring excellence to all we do.

The Pathfinder Network is based in the Portland Metro area with program sites statewide. We serve individuals experiencing incarceration, those reentering the community, those on forms of community supervision, their families, and their children, both in the community at our Center for Family Success and Resilience & Recovery Project located in Multnomah County, at Marion County Parole and Probation, Transition Center and jail, at Jackson County Juvenile Services, Community Justice, Transition Center and two community-based sites, at Clackamas County Juvenile Department and within 9 of Oregon's 11 correctional facilities statewide. We develop and deliver a comprehensive scope of evidence-based, trauma-, gender-, and culturally responsive, cognitive behavioral programs, including our proprietary, evidence-based curriculum Parenting Inside Out, the highest rated parenting skills curriculum for parents involved with the criminal justice system, as well as holistic wraparound services and supports. We meet people right where they are, at every point of the criminal justice system and beyond. We serve over 3,000 people a year agency wide with over twenty programs in more than 18 sites across Oregon.

Our success is largely due to our strong and impactful relationships with criminal justice system partners, locally and nationally. Many of our direct service programs are embedded in criminal justice system settings. We have been contracted service providers with the Oregon Department of Corrections for the last thirty-one years and have programs in community corrections departments, adult and juvenile, across the state. In community programs settings, we work closely with partners and stakeholders to drive positive outcomes for programs and participants.

TPN has demonstrated a commitment to evidence-based practices, implementing curricula and program models rigorously supported and informed by research and best practice principles. We carefully select curricula, programs and practices that will have the desired impact on defined outcome goals for the adults, youth, children, and families we serve. Program evaluations have documented strong positive benefits for those that we serve: reduction in anti-social and criminal thinking, increased positive supports and resiliency resources, reduction of trauma symptoms, increased family stability, and positive parenting skills, reduced barriers, increased access to services and supports, reduced future criminal justice contact and more.

We prioritize efforts that target the dynamic risk factors. Simultaneously we are also targeting responsivity factors that can help maximize the impact of our services. Whenever possible we provide more intensive intervention for those at the highest risk and who have the most need.

The services will focus on changing thinking or teaching new behavioral skills, will be action oriented, and will reinforce positive behavior. Techniques will be based on social learning theory approaches including modeling the new behavior, step by step and directed practice of new skills, positive and negative feedback and recognition of progress.

Proposal

The following is a breakdown of programmatic options for implementation. We have done our best to provide options that are integrated and represent the best opportunities for intervention with the greatest impact.

- 1) To support the longstanding success of current programming CCSO is delivering, two Certified Alcohol and Drug Counselors (CADC) would be hired to complete clinical alcohol and drug assessments, provide service coordination support, offer individual support as time allows, and facilitate cognitive behavioral groups at the discretion of the Sheriff's Office.
 - In order to ensure effective and efficient deliverables no more than four alcohol and drug assessments will be assigned to a CADC each day. The average amount of time it takes a CADC to complete an assessment and all required documentation is 2.5-3 hours.
- 2) Cognitive behavioral group facilitation would be offered by the CADCs. We offer an array of cognitive behavioral groups that we propose for consideration that are listed below. They are offered in other closed custody settings across the state and include both closed and open group options. Some of the recommendations are recovery focused and others have a more general cognitive behavioral focus targeting top criminogenic risk and need areas. The priority for the Sheriff's Office is to offer open groups to meet the needs of their population.
 - Groups would be offered on a set schedule and in combination with the CADC's assessment schedule. For each group session, we build in one hour of preparation and thirty minutes of time for required documentation. The ideal size of groups to ensure impact is 10-12 participants.

Open Group Options (all listed can also be ran as closed groups)

Free Your Mind in Transition (FYMT) – A cognitive behavioral and brain responsive curriculum for individuals involved in the criminal justice system. FYMT focuses on necessary skills for those preparing to return to the community after being in custody. It is skill based and prioritizes the learning of cognitive restructuring, emotion regulation and social skills in an engaging and practical way through the following modules: Orientation, CORE, Anger and Mental Toughness. Each module is a separate group, offering four different groups within the larger curriculum. This curriculum can be used in a closed and open format and the only curriculum we would utilize with both women and men in gender-specific groups.

Women in Recovery (WIR) – A five session awareness building group for women who are considering recovery from substance use. WIR uses the evidence based interactive journaling process to help women explore information about the impact of substance use on women's health, families, and relationships. This curriculum can be used in a closed and open format.

The Courage to Change - A five session awareness building group for individuals who are considering recovery from substance use. It uses the evidence based interactive journaling process to help participants explore information about the impact of substance use, identify motivations for change, consider their strengths and abilities, recognize warning signs and develop a plan for their next steps. This curriculum can be used in a closed and open format.

Skill Building Workshop – The skill building workshop is an open and rolling group with no start or stop. Participants can attend one or more groups. Each session offered will focus on one cognitive behavioral skill targeting behaviors that are most likely to lead to problematic behaviors. The group sessions will rotate through a menu of cognitive behavioral skills from the Free Your Mind curriculum. Each session will introduce, teach, model, and provide a practice opportunity for a cognitive behavioral skill. The workshops are focused on targeting the top three criminogenic risk and need areas.

Resilience and Recovery Action Plan Group (R&R) – The Resilience and Recovery Action Plan Group supports participants in developing a plan for what is next in their journey. The R&R plan is a relapse prevention planning process that begins with the recovery capital scale to assess their most important strengths and needs that will assist them in planning for their success now and in the future. Exercises include goal setting, identifying values, naming strengths, listing risky situations and warning signs, aligning plans for applying helpful skills they have learned, and development of maintenance plans. This group runs in an open format.

Closed Group Options

Healing Trauma for Women (HTW) – A six session cognitive behavioral trauma coping skills curriculum for women involved in the criminal justice system. HTW focuses on helping women understand trauma, its impact on them and how to effectively cope with the impacts. Topics include: the process of trauma, power and abuse, grounding and self-soothing, and healthy relationships. This curriculum is only used in a closed format.

Building Resilience for Men (BRM) – A six session cognitive behavioral trauma coping skills curriculum for men involved in the criminal justice system. BRM was designed to address some of the issues specific to men's trauma: men's silence surrounding abuse, the impact of male socialization on men's responses, the risk of victims becoming abusers, and the need to understand men's shame and fear to explore trauma. Topics include understanding trauma and its process; trauma's impact on the inner self (thoughts, feelings, beliefs) and on the outer self (behaviors and relationships); and coping and calming strategies. This curriculum is only used in a closed format.

Helping Women Recover: A Program for Treating Addiction (HWR) – A evidence-based cognitive behavioral gender responsive and trauma informed treatment intervention for women with substance abuse issues. This 20-session curriculum integrates theories of women's psychological development, trauma, and addiction to meet the needs of women with addictive disorder who are in correctional settings. It contains four modules that address the areas that women in treatment identify as triggers for

relapse: self, relationships, sexuality and spirituality. They include the issues of self-esteem, sexism, family of origin, relationships, domestic violence, and trauma. The participants receive a journal, entitled *A Woman's Journal*, that is filled with self-tests, checklists, and exercises to enable each participant to create a personalized guide to recovery. It is best practice for a Certified Alcohol and Drug Counselor to facilitate this program. This curriculum is only used in a closed format.

Helping Men Recover: A Program for Treating Addiction (HMR) – A evidence-based cognitive behavioral treatment intervention for men with substance abuse issues. This 18-session curriculum is the first gender-responsive, trauma-informed treatment program for men. The materials are grounded in research, theory, and clinical practice and include a participant's workbook. This curriculum addresses what is often missing in prevailing treatment modes: a clear understanding of the impact of male socialization on the recovery process, a consideration of the relational needs of men, and a focus on the issues of abuse and trauma. The program model is organized into four modules that emphasize the core areas of men's recovery: self, relationships, sexuality, and spirituality. It is best practice for a Certified Alcohol and Drug Counselor to facilitate this program. This curriculum is only used in a closed format.

Parenting Inside Out – 24-hour version (PIO) – A evidenced based parenting skill intervention for criminal justice involved parents. In PIO parents develop and refine social interactional skills and citizenship behaviors they can use in all aspects of their lives and that will help them guide their children toward becoming positive, constructive adults. The program gives parents a way of navigating life that uses healthy, pro-social skills to interact with children, partners, co-parents, officials, friends, and family. This curriculum is only used in a closed format.

We are open to considering other cognitive behavioral groups you would like to explore implementing or may already be implementing.

Integration of Group and Individual Programming

We propose that TPN staff on the project could implement both group and individual programming simultaneously, as time and capacity allows. Groups can be offered once, twice or up to three times a week. The CADC would offer groups as their schedule allows and could also offer individual sessions as well. Individual sessions can also be offered to support participants' engagement in groups and to make up for missed group sessions. We would work collaboratively with CCSO to develop a group offering schedule that would provide foundational programming while also incorporating a variety of options.

TPN can also provide independent learning packets as an option to complement the in-person programming. We have independent learning packets available in the following programs: Free Your Mind in Transition, Women in Recovery, The Courage to Change, Parenting Inside Out and the Resilience and Recovery Action Plan. We have some additional gender-specific options for independent learning we can offer as well, such as Staying Mindful, Grounded and Coping: Exercises for Your Everyday Use, and Resilience & Recovery in Me: Social Skills Learning and Practice for women. These options can also be supplemented with one-to-one interaction with program staff.

Operating from a strong cognitive-behavioral foundation, services delivered in both individual and group formats aim to reduce the likelihood of participants to engage in anti-social behavior, and increase the likelihood of successful reentry, successful completion of supervision and overall wellbeing. We encourage you to think of the staffing resource structure as an opportunity to design consistent yet dynamic and flexible program offerings that can meet the needs of your population. Staff would be trained in all relevant programming offered to meet the population's needs and programming needs.

Individual Programming

We propose utilization of the Creating Regulation and Resilience (CR/2) model for individual programming by CORE Associates and Orbis Partners, an evidence-based trauma and resilience informed communication model that was designed to improve outcomes with justice-involved individuals and enhance staff well-being. CR/2 is a cutting-edge communication model that was designed specifically to enhance in-the-moment interactions. It is grounded in sound correctional practice and integrates the emerging research on trauma and resiliency. CR/2 has two distinct phases. During Phase 1: Create Regulation, use strategies to help participants to build a sense of regulation (calm and balance). During Phase 2: Create Resilience, work with participants to build resilience (engage in effective action). The phases are purposely designed to be implemented sequentially. Once the participant has been restored to calm in Phase 1, they can move on to make more thoughtful decisions in Phase 2. Working in the field of corrections is challenging, and the emerging data suggests that staff can suffer behavioral, emotional and mental health consequences. This work can also be tremendously rewarding, particularly when staff have access to resources and intervention strategies that very quickly facilitate growth and change. For this reason, CR/2 incorporates self-care strategies that corrections professionals can use to maximize their performance and create balance and regulation in their own lives.

Outcome data suggests that this model provides professionals with invaluable information and skills that enable them to prevent problems from emerging and to respond more effectively in the moment when crises emerge. It also provides a highly productive and effective way to communicate with clients outside of crises (e.g., when they are setting and attempting to achieve goals). The use of CR/2 within a community supervision and case work model also demonstrated significant outcomes in reducing recidivism (e.g., new arrests and convictions), as well as reductions in absconding and revocations and increases in engagement and follow through, reporting rates and compliance with conditions. Outcomes among staff include increases in self-regulation, capacity to cope with workplace stress, job satisfaction, morale, teamwork, perceptions of workplace safety and well-being. Staff are also trained on CR/2 for Groups which is an advanced practice training for group Facilitators who are implementing trauma and resilience responsive practices in group settings. Over the last three years TPN has worked extensively to implement the CR/2 model across the agency. We now have trained coaches and trainers in the model.

One optional for consideration, that could be integrated into individual programming is training staff on cognitive behavioral tools (CBTools) to integrate within their use of CR/2 and applied in a conversational and engaging manner to teach participants cognitive restructuring tools, emotional regulation tools and social skills. The CBTools can be used in individual and group-based opportunities to learn, practice, and reinforce skills that are known to help facilitate and support behavioral change. Teaching staff core correctional practices to apply with participants ensures their interactions are based on long standing evidence-based practices that help us meet our goals. We have used this option in many

of our community-based programs with success and would be happy to discuss this more with you as you consider it.

Operating from a strong cognitive-behavioral foundation, services delivered in both individual and group formats aim to reduce the likelihood of participants to engage in anti-social behavior, and increase the likelihood of successful reentry, successful completion of supervision and overall wellbeing.

Training, Supervision, and Coaching: TPN is committed to the implementation of evidence-based practices with fidelity and has its own training and continuous quality improvement department. We are a learning organization and provide extensive employee training and ongoing training, feedback, coaching, and fidelity monitoring. Facilitators will be given training on practice foundations, Creating Regulation & Resilience, Motivational Interviewing, Core Correctional Practice, teaching cognitive-behavioral tools, trauma-, gender- and cultural responsiveness, and curriculum training for programs they will facilitate.

Staff will receive at least monthly individual supervision, participate in a team meeting, and be provided with ongoing opportunities for training, professional development, and growth. The CADCs would also be provided with required clinical supervision and be provided with opportunities to complete continuing education units for their certification and ongoing learning.

Cost Proposal

We are submitting a budget proposal to reflect the request for two CADCs. As previously stated, the budget provided is a starting place for discussion.

The proposed budget includes a 2.0 FTE CADCs and Program Operations staff that support the program's delivery, data collection, reporting and administration. The total FTE is 2.47.

The budget proposals include direct personnel, estimated fringe benefits, direct programmatic costs to support performance goals, and an administrative rate of 15%. Cost calculations and supporting narratives to link the costs with our proposed activities are as follows:

Personnel Costs:

Certified Alcohol and Drug Counselor – Total 2.0 FTE, or 80-hours weekly, who will complete clinical alcohol and drug assessments, provide service coordination support and facilitate cognitive- behavioral groups.

Program Operation Support staff include an Administrative Support Specialist, Data Analyst, Manager and Department Director totaling .47 FTE.

Non-personnel Costs:

Curriculum Materials – Purchases made for curriculum manuals and curriculum materials to support the facilitation of cognitive behavioral groups.

Incentives – Purchases made for gift cards, goods, and other forms of benefits to reward positive behavior, progress made, or program completion.

Program Supplies – Purchases made for direct participant program supplies (i.e., binders, notebooks, pens, sticky notes, class materials, and other supplies that will be used to benefit program activities).

Equipment – Purchases made for technology for direct program staff, if not provided by CCSO.

Staff Office Supplies and Other Supplies – Purchases made for on-going supplies to assist direct personnel in their duties.

Training Fees and Supplies – Purchases made for initial and ongoing staff training and coaching, and other Training Team expenses (i.e., binders, notebooks, pens, sticky notes, class materials, and other supplies that will be used to benefit Training activities).

Telecommunications – Expenses for direct personnel to have a phone (if needed) for support by an IT service contractor (if needed) to perform their duties.

Travel – Expenses for direct personnel to attend training and meetings, as well as travel expenses for Program Operation Support staff, training team members and TPN leadership to visit site to support direct personnel to support them and ensure programmatic fidelity and integrity. Estimated travel costs are mileage.

Some costs will be impacted by what CCSO will offer, and the space staff will be working from. Necessary edits will be made to reflect these considerations.

Administrative Rate:

15% Administrative Rate – The administrative rate TPN is requesting is 15%. The types of expenses included in the administrative rate include: salaries and fringe benefit expenses of the Executive Director, Director of Finance, Accountant, Accounting Specialists, Director of People and Culture, People Operations Coordinator, Executive Administrator, Director of Operations, Operations Manager; general liability insurance; audit fees; legal fees for People and Culture and occupancy matters; payroll processing fees; employee recruitment and screening; IT network technology; cloud-based accounting; office supplies; and postage.




**BUDGET PROPOSAL for 2.47 FTE BUDGET PROPOSAL
2.0 FTE Certified Alcohol and Drug Counselor
for Clackamas County Sheriff's Office**

		<i>12 Months</i>
PERSONNEL & FRINGE:	FTE	
<i>2.47 FTE; Incl Fringe</i>		
<i>Program Operations Support</i>	<i>0.47</i>	<i>46,316</i>
<i>1.0 FTE Certified Alcohol and Drug Counselor</i>	<i>1.00</i>	<i>75,928</i>
<i>1.0 FTE Certified Alcohol and Drug Counselor</i>	<i>1.00</i>	<i>75,928</i>
TOTAL PERSONNEL & RELATED:	2.47	198,172
NON-PERSONNEL DIRECT EXPENSE:		
Travel & Mileage		750
Direct Operations Supplies		18,800
TOTAL NON-PERSONNEL DIRECT EXPENSE:		19,550
TOTAL DIRECT EXPENSE:		217,722
<i>Administrative Reimbursement @ 15%</i>		<i>32,658</i>
TOTAL PROGRAM EXPENSE:		250,381

Prepared by Director of Finance Jennifer Beck and Executive Director Leticia Longoria-Navarro.

Year 1 Monthly Total: \$20,865.07

		Budget Year 1
Budget for Reentry Services Clackamas County Sheriff's Office		12 Months
1) Program Personnel		
1. Data Analyst		
Percent FTE	1.00	0.09
Salary	\$60,050	\$5,104
Taxes & Benefits	\$21,017	\$1,786
<i>employee 1 subtotal</i>		\$6,891
2. Community Corrections Dept. Manager		
Percent FTE	1.00	0.13
Salary	\$77,896	\$9,737
Taxes & Benefits	\$27,264	\$3,408
<i>employee 2 subtotal</i>		\$13,145
3. Department Director		
Percent FTE	1.00	0.08
Salary	\$107,245	\$8,580
Taxes & Benefits	\$37,536	\$3,003
<i>employee 3 subtotal</i>		\$11,582
4. Administrative Support Specialist		
Percent FTE	1.00	0.18
Salary	\$62,213	\$10,887
Taxes & Benefits	\$21,774	\$3,811
<i>employee 4 subtotal</i>		\$14,698
5. Certified Alcohol and Drug Counselor		
Percent FTE	1.00	1.00
Salary	\$56,243	\$56,243
Taxes & Benefits	\$19,685	\$19,685
<i>employee 5 subtotal</i>		\$75,928
6. Certified Alcohol and Drug Counselor		
Percent FTE	1.00	1.00
Salary	\$56,243	\$56,243
Taxes & Benefits	\$19,685	\$19,685
<i>employee 6 subtotal</i>		\$75,928
Program Personnel Subtotal		\$198,172
2) Other Program Expenses		
Curriculum Materials		\$1,400
Incentives		\$1,200
Program Supplies		\$2,500
Equipment		\$8,000
Supplies		\$1,500
Training Fees and Supplies		\$2,000
Telecommunications		\$4,200
Travel		\$750
Other Program Expenses Subtotal		\$19,550
SUBTOTAL: Program Budget		\$217,722
3) Administrative Rate and Expenses		15%
Administrative Subtotal		\$32,658
GRAND TOTAL:		\$250,381