



**Contract #: SO-4442-21**

☐ Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 12/1/2021

Department: Sheriff's Office Agenda Planning Date: 11/24/2021 Time required:

☐ Audio/Visual aids NA

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature:  


**TITLE** 2021 - 2023 State of Oregon \_ Family Sentencing Alternative Pilot (FSAP) Program # 6223

Issue, Description & Background Section 1, Chapter 830, Oregon Laws 2015, as amended by House Bill 3078 of the 2017 legislative session, FSAP authorizes the Department of Corrections to provide grants to Counties for programs designed to divert qualified offenders with custody of a minor child from prison to probation to keep families intact.

Financial Impacts: 21-23 Incoming funds \$515,104.00

Impacts to Department & External Agencies \$ 257,552.00 each year of the biennium for these services

Options for Consideration: 1. Approve  
2. Deny  
3. Take no action at this time

Recommendation: Approve

List of attachments: Contract Review Sheet, BOC agenda review form, Original IGA

Presenter: Commander Kevin Karvandi

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to: Camille Brignon; cbrignon@co.marion.or.us  
Kevin Karvandi, kkarvandi@co.marion.or.us

## REQUEST FOR AUTHORIZATION OF RETROACTIVE CONTRACT

**Date:** 11/02/2021

**To:** Chief Administrative Officer

**Cc:** Contract File

**From:** Sheriff's Office, Community Corrections Division

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with the State of Oregon through its Department of Corrections (DOC) to receive Community Corrections funds over the 21-23 biennium for the Family Alternative Sentencing Pilot Program (FSAP) designed to divert qualified offenders with custody of a minor child from prison to probation to keep families intact. This agreement has a value of \$515,104.00 and will be effective retroactive to July 1, 2021 upon approval.

As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

This agreement is written by the State of Oregon in line with their fiscal biennium. This agreement was received from the State on October 13, 2021. The 2021-2023 FSAP Program and Budget Summary was incorporated and the IGA was reviewed by the Sheriff's Office with a request to proceed with County signatures on November 1, 2021.

As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:


This may continue to happen every two years as we coordinate State and County agreements with the County's fiscal year and State fiscal biennium.

Submitted by:



Camille Brignon  
Sheriff's Office, Operations Division

Acknowledged by:

  
Department Head

INTERGOVERNMENTAL AGREEMENT #6223  
BETWEEN THE STATE OF OREGON AND MARION COUNTY  
("Agreement")

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Marion 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, section 1, Chapter 830, Oregon Laws 2015, as amended by House Bill 3078 of the 2017 legislative session, requires the DEPARTMENT to implement a program designed to divert qualified offenders who have primary custody of a minor child at the time of the offense from prison to probation for the purposes of promoting reunification of families, preventing children from entering the foster care system, holding offenders accountable, and authorizing DEPARTMENT to make grants to counties to provide funding;

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, excluding the Duration of the Agreement. Plan Modifications are NOT Amendments.
- B. Case Management Application (CMA) Case Plan: A dynamic document created collaboratively with an adult on supervision that specifically identifies the adult on supervision's evidence-based assessed risk and needs, accompanied by risk reduction strategies and plans of action, with timelines.
- C. Corrections Information System (CIS): A DEPARTMENT software program containing a data base of information about inmates in prison and on probation, parole and post-prison supervision;
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E. Family Sentencing Alternative Program (FSAP) Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- F. Family Sentencing Alternative Program Plan (Plan): A document developed by the COUNTY in collaboration with the DEPARTMENT which describes COUNTY's approach to providing effective interventions designed to promote reunification of families, prevent children from entering the foster care system, and hold adults on supervision accountable for program participants under COUNTY supervision. The Family Sentencing Alternative Program Plan (FSAP) Plan is described in Exhibit A, County Plan and Budget Summary.
- G. FSAP Plan 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 Budget Summary is described in Exhibit A.

- H. FSAP Participant Flag: CIS Code that COUNTY must use to identify the Participants with their program.
- I. Participant: An adult under supervision of the COUNTY and enrolled in the program.
- J. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- K. Sanctions: A response to Participant violations of conditions of the program.
- L. Supervisory Authority: The local corrections official or officials designated by 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.

### **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 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. Work collaboratively with the Oregon Department of Human Services (ODHS) in a multi-disciplinary team process to promote the reunification of families, prevent children from entering the foster care system, and hold adults on supervision accountable.
2. Consult with ODHS to determine appropriateness of a potential participant for entry into the FSAP program.
3. Treatment programs shall be evidence-based and gender specific to the gender being served. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
4. Assessment which is standardized, objective, and comprehensive shall be used to prioritize programming and interventions, as well as, determine criminal risk factors. Assessments of risk shall be based on actuarial risk assessment tools.
5. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
6. An individual Case Management Plan shall be developed for each Participant including the most relevant evidence based case management which may include additional conditions including but not limited to geographic restrictions, vocational training, parenting classes, alcohol and drug and/or mental health treatment, life skills, etc.
7. Supervision will be conducted using the most relevant evidenced based case management including but not limited to: Gender specific and general risk/need assessment, case planning, Parole/Probation officer (PO) led cognitive behavioral interventions (i.e., EPICS, Carey Guides), evidenced based parenting, mental health, alcohol/drug and cognitive programming, all programming should be evidenced based and include gender specific components.
8. 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.
9. Contact standards will be at a higher rate than that of typical adults on supervision and will involve a minimum of two PO contacts a month with the adult on supervision and their children in the home. As the primary case manager, the PO will be responsible to coordinate additional contacts made by an ODHS worker, and/or any other program service provider such as mentors, health care provider, or in-home service provider. Frequency of contact may decrease as Participant progresses in achieving CMA case plan goals. In addition, adults on supervision will be required to submit logs outlining daily routines, family time, and activities such as playtime, reading with children a minimum of twenty minutes per day, homework assistance, and pro-social events. Collateral contacts will include local multi-disciplinary teams focused on the FSAP including community corrections, local department of human services, and other service providers.
10. The Plan shall utilize a system of graduated sanctions and incentives which are swift and certain and which encourage program goals while holding Participants accountable for non-compliant behaviors.

11. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses in achieving CMA case plan goals. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from the program. Sanctions shall be administered in a manner that is mindful of the impact on the children and families.
  12. Programs shall include relapse prevention planning and comprehensive transition planning so that Participants are more likely to adjust to changes in living situations.
  13. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements in the Plan:
1. COUNTY will utilize the FSAP Participant Flag.
  2. The start and stop date of any treatment programming relevant to participation in the FSAP, as well as program exit code, will be entered into the CIS Treatment Module.
  3. Numbers of hours in treatment programming designed to promote family reunification and/or reduce recidivism.
- 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 CIS 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 FSAP 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**

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish or make available to 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.
- G. DEPARTMENT will work collaboratively with COUNTY and ODHS to implement a Plan, which may include data transfers for purposes of preparing the statutorily required legislative report and collaborative case management.

## **VII PERFORMANCE GOALS**

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

- A. Children are successfully diverted from entering the foster care system and/or families are reunified.
- B. Prison bed usage is reduced.
- C. Recidivism is reduced.
- 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 outlined in other intergovernmental agreements that COUNTY is party to (i.e., successful completion of supervision, employment, payment of restitution and/or community service work).
- E. Treatment programs are evidence-based. Those designed to reduce recidivism will be evaluated using the Corrections Program Checklist.
- F. Any other identified program goals.

## **VIII FUNDS**

- A. Exhibit A identifies the FSAP 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 funds within programs shall require a Plan Modification, including modification of the Budget Summary.
- D. Unexpended Funds: Fund balances remaining at the termination of the 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 (defined below) disbursed to COUNTY that are expended for unauthorized purposes, or any unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon

DEPARTMENT's written request, which is in no case later than 15 days after DEPARTMENT's written request.

- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for FSAP Funds. Unless amended, the maximum, not-to-exceed FSAP Grant payable to COUNTY under this Agreement is **\$515, 104.00** (the "Grant Funds"). 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, the Department may pursue all remedies available to it at law or equity, including without limitation suspending COUNTY's participation in the FSAP program or, to the extent allowed by law, withholding the amount of any misexpended Grant Funds under this Agreement from moneys payable by the DEPARTMENT to COUNTY under other grant programs. COUNTY's substantial compliance will be measured by, without limitation, COUNTY's oversight of case management interventions and strategies, COUNTY's collaborative relationships with the DEPARTMENT, ODHS and other providers of services to meet the needs of Participants and their families, meeting the minimum number of contacts with a Participant, and standards of evidence-based treatment programs, if applicable, as required in Section V.B., as well as OAR Chapter 291-031.

#### **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 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.

- 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 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: Director Kevin Karvandi  
Marion County Sheriffs Office Community Corrections Division  
4040 Aumsville Hwy SE  
Salem, OR 97301  
Telephone: 503-588-8492; Fax: 503-540-8010  
E-Mail: kkarvandi@co.marion.or.us

The parties may change the persons named in this section by notice to the other party 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

MARION COUNTY APPROVALS

\_\_\_\_\_  
Jeremiah Stromberg, Assistant Director

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Undersheriff  
Title

11.2.2021  
\_\_\_\_\_  
Date

Reviewed by the  
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/2/21  
Assistant Attorney General

INTERGOVERNMENTAL AGREEMENT # 6223  
BETWEEN THE STATE OF OREGON AND MARION COUNTY  
("Agreement")

**Additional Marion County Signatures**

Marion County Contracts & Procurement	Date
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Marion County Legal Counsel	Date
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Chief Administrative Officer	Date
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Chair	Date
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Commissioner	Date
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Commissioner	Date
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**EXHIBIT A**  
**FSAP PLAN and BUDGET SUMMARY**  
**(To be attached upon signature and return of Agreement by County)**



## MARION COUNTY SHERIFF'S OFFICE

JOE KAST, SHERIFF

### Exhibit A Family Sentencing Alternative Pilot Program

#### APPLICATION CONTENT

##### A. Description of Services

- 1. Describe your approach to effective case management, what tools, interventions or resources will the parole and probation officer utilize to promote family reunification, stability, and behavior change?**

The Family Sentencing Alternative Program (FSAP) is a collaborative effort involving the Sheriff's Office, District Attorney's Office, Oregon Judicial Department's Third Judicial District, and the Marion Branch of the Department of Human Services (DHS). FSAP is designed to divert qualified offenders with primary custody of a minor child and divert them from prison to probation and community supervision. The target population served is medium-to-high-risk non-violent property and drug offenders who are a custodial parent and have a presumptive prison sentence or have a probationary offer with a stipulated prison sentence upon revocation of probation. It is recognized that incarceration of a custodial parent is an "adverse childhood experience", and children who experience these events are at a greater risk for problematic behaviors, many of which last into adulthood. In an effort to reduce the traumatic effect that an incarcerated parent can have on families, caregivers, children and spouses, the FSAP program exists to provide wrap-around treatment, mentoring, and employment services to address underlying drivers of criminal conduct. The primary focus of the FSAP are: preserving family unity and stability through diverting children from foster care; reducing prison bed usage and allow for community supervision to safely manage and hold offenders accountable; and reducing recidivism by providing services that will reduce the likelihood of future criminal behavior.

##### Case Management Approach

Marion County will complete a battery of assessments including the Public Safety Checklist (PSC - to ensure clients are medium-to-high risk), Level of Service/Case Management Inventory (LS/CMI - to assess for criminogenic risk and need factors), University of Rhode Island Change Assessment (URICA - to assess for level of motivation), Texas Christian University Drug Screen 5 (TCUDS V - to assess for substance abuse), and the Women's Risk Needs Assessment (WRNA - to assess the unique risk/needs of women including trauma, relationship issues, parental stress, and depression).

The supervising deputy will utilize information from the assessments to create a unique case plan tailored to each client. The LS/CMI and WRNA assessments are utilized specifically to identify each individual's criminogenic risk factors, those factors which are most significant to the individual and likely to lead to future criminal activity. The WRNA identifies needs specific to female offenders such as trauma, relationship issues, parental stress, and depression. The supervising deputy will develop the case plan to address the highest risk factors first, while taking into account responsivity issues specific to the client and those common to primary caregivers. The deputy will be utilizing the Effective Practices In Community Supervision (EPICS) model of supervision, and focus on developing rapport, utilizing a

structured program of positive and negative reinforcement, and cognitive behavioral interventions intended to teach the client social skills, problem solving skills, and techniques to target and change risky thinking. Over time, the deputy will teach the client problem solving skills and skills to help them avoid antisocial peers and situations as well as general social skills. These interventions are designed to help the client reduce their risk of future criminal activity and maintain the specific skills needed to effectively parent their children and maintain a stable home. Additionally, the supervising deputy will work closely with our Drug Endangered Children's (DEC) program which already focuses on family reunification and stability in collaboration with DHS caseworkers. The DEC program works with each family to develop household rules and teach parenting skills. Clients will have access to subsidy housing and programs through the Community Corrections Division of the Sheriff's Office and work with DHS to seek long term, stable housing and help provide clothing and furniture.

Supervision provided will consist of three main factors: access to necessary services and treatment resources; cognitive behavioral interventions; and consistent use of positive and negative reinforcement. Positive reinforcements will be used to increase pro-social behaviors and negative reinforcements are used to decrease antisocial behaviors. Reinforcements will be applied consistently and as close to the associated behavior as possible. Reinforcements will be fair, just, and commensurate with the severity of the behavior and risk to the community. Some examples of positive reinforcements are: reduced curfew; removal of special conditions; reunification with family; social praise; bus passes; and passes to family activity centers. Some examples of negative reinforcements are: reprimands; day reporting; GPS monitoring; increased curfew; work center; and jail (See Exhibit B for Marion County's Structured Sanction Grid).

2. **Describe your treatment program design (as well as who will provide the service), including expected duration, intensity, and components. Special emphasis should be made on those program components meant to be gender specific, including curriculum and assessment.**

#### Treatment Program Design

Marion County will utilize a number of treatment resources depending on the client's individual needs. As mentioned above, the WRNA will be used to assess the specific risk/needs of female clients. Motivation and cognitive programming classes will be provided by Bridgeway Recovery Services (BRS). Evaluated by the Oregon Department of Corrections via the Correctional Program Checklist (See Exhibit C), BRS is an evidence-based program that will employ substance abuse treatment, mentoring services, and trauma informed care within their therapeutic milieu. These classes are designed to introduce clients to cognitive behavioral interventions and prepare them for formal treatment services. Clients in the program will be subject to intensive supervision with increased contact by the supervising deputy. During contacts, the deputy will provide cognitive behavioral interventions intended to compliment and reinforce the treatment curriculum; thus adding to the dosage needed for clients to get the maximum benefit and resulting in 250+ hours of cognitive-based intervention collaboratively. Community Corrections will provide mental health evaluations from an in house mental health specialist and connect clients with needed services. Community Corrections will also offer parenting classes, mentoring, and employment services as well as unlimited access to the De Muniz Resource Center which provides access to legal, medical, and educational services.

3. **Describe your plan to create collaborative approaches with your community partners; including DHS, service providers, and the larger criminal justice system.**



### Collaboration Approach

The Community Corrections Division of the Marion County Sheriff's Office works closely with the District Attorney's Office and DHS to identify clients which may be appropriate for the FSAP program, complete the assessments, and work together through the sentencing process to reduce barriers to success and maintain stability for the family. Our DEC program has established relationships with Marion County's Fostering Attachment and Treatment Court. Locally, DHS and DEC has a long history of working with our community partners to maintain family unity. The supervising deputy along with the DEC program work closely with treatment providers to make sure the individual treatment plan accounts for each client's criminogenic needs and takes into account responsivity factors that must be addressed to increase the efficacy of treatment and maintain stability of the family structure. The supervising deputy will tailor interventions to support and reinforce the treatment plan. The supervising deputy also works closely with the assigned Deputy District Attorney on case progress/updates and in staffing violation behavior to enhance the supervision process.

**4. How will risk and need assessment be utilized in case planning, intervention and case management designed to promote family reunification and stability?**

The LS/CMI and WRNA assessments are utilized specifically to identify each individual's criminogenic risk factors, those factors which are likely to lead to future criminal activity. The WRNA also identifies needs specific to female offenders such as trauma, relationship issues, parental stress, and depression. The supervising deputy will develop the case plan to address the highest risk factors first, while taking into account responsivity issues that are specific to the client and those common to primary care givers. The officer will also focus on those criminogenic needs which have the most impact on reducing recidivism. The supervising deputy will utilize the EPICS model of supervision and teach the clients to recognize their antisocial thought patterns and replace them. The supervising deputy will teach the client problem solving skills and skills to help them avoid antisocial peers and situations as well as general social skills. These interventions are designed to help the client reduce their risk of future criminal activity and maintain the specific skills needed to effectively parent their children and maintain a stable home.

**5. How will standard supervision, sanctions and reinforcers be adapted to incorporate principles of family reunification and stability?**

Supervision will consist of three main factors; access to necessary services and treatment resources, cognitive behavioral interventions, and consistent use of positive and negative reinforcement. Positive reinforcements will be used to increase pro-social behaviors and negative reinforcements are used to decrease antisocial behaviors. Reinforcements will be applied consistently and as close to the associated behavior as possible. Reinforcements will be fair, just, and commensurate with the severity of the behavior and risk to the community. Some examples of positive reinforcements are; reduced curfew, removal of special conditions, reunification with family, social praise, bus passes, and passes to family activity centers. Some examples of negative reinforcements are: reprimands, day reporting, GPS monitoring, increased curfew, transition center, and jail.

For additional information, please contact:

Commander Kevin Karvandi  
Marion County Sheriff's Office  
Community Corrections Division  
kkarvandi@co.marion.or.us



## MARION COUNTY SHERIFF'S OFFICE

JOE KAST, SHERIFF

### 2021 Marion County Sheriff's Office Family Sentencing Alternative Program Application

#### Our Valued Community Partners:

By signing this application you acknowledge that you have read the application in its entirety and agree to work collaboratively to promote the success of this program.

Circuit Court Judge Tracy A. Prall

Honorable Tracy Prall/ Presiding Judge

10/25/2021

Date

Paige Clarkson/ District Attorney

10/18/2021

Date

Joe Kast/ Sheriff

10/18/21

Date

Tim Murphy/CEO BRS

11/1/2021

Date

Kevin Karvandi/ Commander

10/17/2021

Date

**Family Sentencing Alternative Pilot (FSAP) Program  
2021-2023 Budget Summary**

<b>Program Expenses</b> (please be detailed)	<b>19-21 FSAP Program Funds Carryover</b>	<b>21-23 FSAP Program Funds</b>	<b>Other State Funds</b>	<b>County/Local Funds</b>	<b>Total</b>
<b>A. Supervision Related Personnel Costs</b>	0				
Salaries and wages (include position FTE and type)		\$166,686	\$5,792		\$278,448
Payroll taxes and benefits		\$105,970			
<b>B. Materials and Services</b>	0				
<b>C. Treatment Provider and/or Contracted Professional Services</b>	0				
Bridgeway for Mentor		\$121,224			\$121,224
Bridgeway for Treatment		\$121,224			\$121,224
<b>D. Sanction Costs (by type)</b>	0				
<b>E. Capital Outlay and Start-Up Costs</b>	0				
<b>Total</b>	0	\$515,104	\$5,792		\$520,896

Exhibit B: Marion County Sanctioning Grid

**Marion County Sheriff's Office/Parole & Probation Division**  
**MODIFIED ADMINISTRATIVE SANCTIONS SANCTIONING GRID**

SYSTEM RESPONSE	BEHAVIOR LEVEL I	BEHAVIOR LEVEL II	BEHAVIOR LEVEL III
<p><i>Fails to report truthfully or notify Probation Officer as directed.</i></p> <p><i>Willfully fails to meet payment schedule.</i></p> <p><b>NOTE: SYSTEM RESPONSE TO BE USED WHEN OTHER RESPONSES ARE NOT APPLICABLE</b></p>	<p><i>Prohibited use of alcohol and/or drugs (1 to 2 times) or fails to submit to testing.</i></p> <p><i>Misses appointment (1 to 2 times) for treatment programs.</i></p> <p><i>Refuses to accept personal responsibilities.</i></p> <p><i>Willfully fails to meet restitution or compensatory fine payment schedule.</i></p>	<p><i>Crimes with Crime Seriousness Scale of 3 and less (Sentencing Guidelines Grid).</i></p> <p><i>Participates irregularly and fails to successfully complete; takes prescribed psychotropic medications irregularly.</i></p> <p><i>Fails to take antabuse.</i></p> <p><i>Prohibited use of alcohol and/or drugs or fails to submit to testing (3 or more times).</i></p> <p><i>Fails to recognize the authority of the Releasing Authority or Probation Officer and consistently fails to follow the directives of the Releasing Authority and Probation Officer related to conditions of supervision not otherwise listed.</i></p>	<p><i>Crimes with Crime Seriousness Scale of 4 &amp; above (Sentencing Guidelines Grid) and all Person-to-Person crime.</i></p> <p><i>Possession or use of dangerous/deadly weapons.</i></p> <p><i>Prohibited contact with minors/victims/survivors.</i></p> <p><i>Refusal to take prescribed psychotropic medications.</i></p> <p><i>Refusal to participate in or comply with conditions of prescribed treatment programs.</i></p> <p><i>*Refuses to comply with imposed sanctions.</i></p> <p><i>**Absconds supervision (see notation below)</i></p>

**Sanction Units other than Jail include:**

- ☐ Community Service (16 hours = 1 Unit)
- ☐ Residential Treatment Facility (Inpatient, Residential, Secure)
- ☐ Electronic Monitoring/GPS
- ☐ Day Reporting
- ☐ House Arrest (24hrs/Release to Work)
- ☐ Marion County Custody Sanction

Supervision Level	SECTION 1 CRIME SERIOUSNESS/CRIMINAL HISTORY GRID (7A, 8A-8D, 9, 10, 11)			
<b>HIGH</b>	0-5 UNITS Maximum of 3 Units Jail	0-25 UNITS Maximum of 10 Units Jail	0-90 UNITS See Attachment	0-90 UNITS See Attachment
<b>MED</b>	0-2 UNITS Non-Jail Units Only	0-20 UNITS Maximum of 8 Units Jail	0-30 UNITS Maximum of 18 Units Jail	0-90 UNITS See Attachment
<b>LOW</b>	0-2 UNITS Non-Jail Units Only	0-15 UNITS Maximum of 5 Units Jail	0-25 UNITS Maximum of 15 Units Jail	0-90 UNITS Maximum of 30 Units Jail

Supervision Level	SECTION 2 CRIME SERIOUSNESS/CRIMINAL HISTORY GRID (4A-4B, 5A-5F, 6, 7B-7I, 8E-8I)			
<b>HIGH</b>	0-5 UNITS Non-Jail Units Only	0-20 UNITS Maximum of 8 Units Jail	0-25 UNITS Maximum of 15 Units Jail	0-90 UNITS Maximum of 25 Units Jail
<b>MED</b>	0-2 UNITS Non-Jail Units Only	0-15 UNITS Maximum of 5 Units Jail	0-20 UNITS Maximum of 12 Units Jail	0-90 UNITS Maximum of 20 Units Jail
<b>LOW</b>	0-2 UNITS Non-Jail Units Only	0-10 UNITS Non-Jail Units Only	0-15 UNITS Maximum of 8 Units Jail	0-30 UNITS Maximum of 15 Units Jail

Supervision Level	SECTION 3 CRIME SERIOUSNESS/CRIMINAL HISTORY GRID (1, 2, 3, 4C-4I, 5G-5I) and MISDEMEANORS			
<b>HIGH</b>	0-5 UNITS Non-Jail Units Only	0-15 UNITS Maximum of 5 Units Jail	0-20 UNITS Maximum of 12 Units Jail	0-90 UNITS Maximum of 20 Units Jail
<b>MED</b>	0-2 UNITS Non-Jail Units Only	0-10 UNITS Non-Jail Units Only	0-15 UNITS Maximum of 8 Units Jail	0-30 UNITS Maximum of 15 Units Jail
<b>LOW</b>	0-2 UNITS Non-Jail Units Only	0-5 UNITS Non-Jail Units Only	0-10 UNITS Non-Jail Units Only	0-25 UNITS Maximum of 10 Units Jail

- ☐ The sanctioning units are caps only. The sanctioning authority may impose sanctions below the cap.
- ☐ Refer to Level of Authority Guidelines for sanctioning limitations of Deputies, Sergeants, and Hearings Officers.

OAR 58-45: If the indicated level of sanction response is considered insufficient to address the seriousness of the violation behavior, a higher level of sanction may be imposed only after consultation and agreement of the unit supervisor (and supervisory authority or designee). A departure response of returning an offender to court or the Board of Parole and Post-Prison Supervision may be imposed only after consultation with the unit supervisor and the agreement of the supervisory authority or designee.

\*An offender can be required to complete the balance of a previously imposed sanction that was not complied with, in addition to receiving a new sanction for failing to comply with imposed sanction.

\*\* Abscond: Changed residence, do not know whereabouts; supervising officer has exhausted all reasonable means to locate and has requested a warrant.

**ATTACHMENT TO MODIFIED ADMINISTRATIVE SANCTIONS SANCTIONING GRID**  
**FOR ADMINISTRATIVE SANCTIONS FALLING INTO SANCTIONING GRID CELLS 0-90 UNITS**  
**(SANCTIONS MAY BE IMPOSED BELOW THESE CAPS)**

	Up to 45 Units (Maximum of 30 Jail Units)	Up to 60 Units (Maximum of 40 Jail Units)	Up to 90 Units (Maximum of 60 Jail Units)
For all sanctions falling into the sanctioning grid cells where up to 90 units can be imposed	<p>Prohibited use of alcohol and/or drugs or fails to submit to testing (Sanctions or intervention completed 3 times).</p> <p>Fails to take antabuse.</p> <p>Participates irregularly and fails to successfully complete prescribed treatment programs; takes prescribed psychotropic medications irregularly.</p> <p>*Absconds supervision 1-3 times during current custody cycle (see notation below).</p>	<p>Crimes with Crime Seriousness Scale of 3 and less (Sentencing Guidelines Grid).</p> <p>Participates irregularly and fails to successfully complete prescribed treatment programs; takes prescribed psychotropic medications irregularly. (Sanction or intervention completed 4 or more times).</p> <p>Prohibited use of alcohol and/or drugs or fails to submit to testing (Sanction or intervention completed 4 or more times).</p> <p>Fails to recognize the authority of the Releasing Authority or Probation Officer and consistently fails to follow the directives of the Releasing Authority and Probation Officer related to conditions of supervision not otherwise listed.</p> <p>*Absconds 4 or more times during current custody cycle (see notation below).</p>	<p>Crimes with Crime Seriousness Scale of 4 and above (Sentencing Guidelines Grid) and all Person-to-Person crimes.</p> <p>Possession or use of dangerous/deadly weapons.</p> <p>Prohibited contact with minors/victims/survivors.</p> <p>Refusal to take prescribed psychotropic medications.</p> <p>Refusal to participate in or comply with conditions of prescribed treatment programs.</p> <p>Refuses to comply with imposed sanctions.</p> <p>*Absconds 4 or more times during current custody cycle with new criminal activity (see notification below).</p>

- ☐ \*Abscond: Changed residence, do not know whereabouts; supervision officer has exhausted all reasonable means to located and has requested a warrant.
- ☐ \*An exception will be parole and post-prison supervision absconders extradited from other states, which will minimally receive a 60-day administrative sanction (exceptions may include offenders returned by shuttle from Clark County, Washington State or like jurisdictions where the cost to return was minimal.)

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**Parole/Post-Prison Supervision Revocation Recommendations**

Parole and Post-Prison Supervision revocations for "Conduct Constituting a Crime" which by rule can receive up to a 180-day revocation sanction will have a 120-revocation ceiling.

Parole and Post-Prison Supervision revocations for "technical" violations, which by rule can receive up to a 90-day revocation sanction, will have 75 day revocation ceiling.

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Level of Authority for Parole/PPS Sanctions	
Parole/Probation Officer:	0-30 Units
Agency/Hearings Officer:	31-60 Units
Supervisory Authority/Board:	61-90 Units
Level of Authority for Felony Probation Sanctions	
Agency:	Up to 60 Units
Court:	Over 60 Units
Level of Authority for Misdemeanor Sanctions	
Agency:	Up to 30 custody units
Court:	Over 30 Units & Revocation

Exhibit C: Bridgeway Recovery Services Correctional Program Checklist

## Evidenced-Based Correctional Program Checklist (CPC)

<b>Program:</b>	Bridgeway Recovery Services, Inc.
<b>CPC Team:</b>	Jeff Hanson, Jon Hansen, Larry Evenson, Sam Hadley, Shannon Campbell
<b>Date:</b>	May 7-8, 2015

## Executive Summary

### Program

#### **Bridgeway Recovery Services (BRS) 416 and Justice Reinvestment Initiative programs.**

### CPC Scoring Summary

1. Program Leadership and Development:	64%
2. Staff Characteristics:	91%
3. Assessment:	100%
4. Treatment Characteristics:	56%
5. Quality Assurance:	57%
6.	

Overall Program Rating:	70%
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This score falls in the following category:	Highly Satisfactory
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Recommendations have been made in each of the five CPC domains. These recommendations should assist the program in making changes to increase program effectiveness. Certainly, care should be taken not to attempt to address all "areas needing improvement" at once. Programs that find the assessment process most useful are those that prioritize need areas and develop action plans to systematically address such needs. Previous programs have also been successful at improving the provision of services by formulating committees charged with developing strategies for delivering evidence-based programming. Finally, once the program has had sufficient time to implement changes, it is often helpful to have the program re-assessed to determine whether the program has been successful at implementing the recommended changes.

Recommendations in the report that should receive the highest priority in order to increase the effectiveness of the program and improve the overall CPC score include:

1. Separate male and female offenders in all groups with the exception of the family groups. The program has adopted the Matrix module relating to female offenders; however, it is being delivered without fidelity as the facilitator is not formally trained in the curriculum.
2. The dosage of the program has increased significantly since the last CPC, however, the dosage of the program is still less than current standards, high risk offenders should receive between 250-300 hours, medium risk 150-200, low risk 50+.
3. The program has worked diligently over the last year to ensure staff are properly trained in the Change Company Curriculum, however, the program staff should be formally trained on all curriculum be delivered by the program including the Matrix Model.
4. While the program has made great strides in adopting a system of rewards and punishers, it is still a work in progress, staff should be trained in applying contingency management systems and the



program should create more formalized guidelines to define who, what, when and where these systems should be applied.

5. The program is attempting to increase the level of skill practice; however, the use of skill practice is infrequent. Increase participant skill training/rehearsal that allows more graduated practice with corrective feedback.

## Program Name and Description

BRS is located in Salem, Oregon and provides services to 180 offenders through several contracts with the Marion County Sheriff's Office, the current sub-programs being assessed are the SB416 and Justice Reinvestment Initiative programs, these programs are contracted for 90 "slots", however, current usage approaches 180. Bridgeway has been providing these services for approximately 5 years. The program receives its referrals from Marion County's Parole and Probation Division. The program serves male and female offenders in an outpatient setting. Offenders are referred to the program by parole/probation staff when they meet criteria.

## Assessment Process

The CPC assessment occurred over two days (May 7-8) and involved a team of five from the Oregon Department of Corrections, Washington County Community Corrections, Lane County Community Corrections, and Multnomah Counties Office of Mental Health and Addiction Services. The assessment consisted of viewing five groups. In addition, program materials, program files, and staff evaluations were examined. Finally, the program manager as well as facilitators, parole/probation officers, and seven clients were interviewed.

### 1) Program Leadership and Development

The first domain examines the involvement and qualifications of the program's leadership; his or her qualifications and experience, their current involvement with the staff and the program participants, as well as the development, implementation, and support for the program. For the purposes of this assessment, Tina Bialas, was identified as the person(s) responsible for the day-to-day activities of the program.

## *Strengths*

The first sub-component of this section concerns the qualifications and involvement of the program director(s) (i.e., the individual responsible for overseeing the daily operations of the program).

Tina Bialas has been involved with the program for several years. Ms. Bialas has a Master's degree in Counseling/Education and is directly involved in the hiring and supervising of staff.

The second sub-component of this section concerns the initial design of the program. Effective interventions are designed to be consistent with the literature on effective correctional treatments, and program components should be piloted before full implementation. The values and goals of the program should also be consistent with existing values in both the at-large and criminal justice communities. Finally, the program should be stable in terms of age and funding.

BRS is valued by both the criminal justice system and the community at large.

Funding has been stable or increased in the last 2 years.

### **Areas that Need Improvement**

The program manager should be involved in systematically conducting some aspect of the program.

BRS should develop a formal process for piloting new interventions and processes.

The program is contracted to provide services to ninety offenders, it is currently serving 180. The large numbers of offenders is effecting program operations.

The groups should all be gender specific, with female separated from male offenders while gender specificity is achieved in the majority of groups the motivation and some other groups are co-gender.

### *Evaluation*

<input checked="" type="checkbox"/>	Very satisfactory
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs Improvement
<input type="checkbox"/>	Unsatisfactory

### *Recommendations*

- The program manager should conduct some direct service component of the program; examples include facilitation of groups, individual sessions, assessments etc. This direct service should be systematic and continuous.
- Develop a policy/procedure for the piloting of new processes and interventions within the program. This should include timelines, expected outcomes, and measurements.
- Research indicates that all groups for offenders should be gender specific, regardless of the intervention. The CPC criterion that indicates all groups should be single gender and gender responsive is based on a wide body of research. Specific research and various articles relating to gender responsive strategies can be found on the online library of the National Institute of Corrections website at [www.nicic.org](http://www.nicic.org) or Stephanie Covington, Ph.D. also has an excellent website filled with research articles relating to gender responsive strategies at [www.stephainecovington.com/articles.asp](http://www.stephainecovington.com/articles.asp) Most notably, the research indicates the unique needs of female offenders—those pertaining to health, relationships, children, self-esteem and trauma need to be addressed in a safe treatment environment that is gender responsive. All efforts should be made by the program to reduce group size and only provide single gender groups. Though these are only one or two items on the CPC, it is extremely important to follow these research-based

principles as failure to provide gender responsive strategies will negatively affect all other aspects of programming if not given the proper attention it deserves.

## 2) Staff Characteristics

This domain concerns the qualifications, experience, stability, training, supervision, values, and involvement of the program staff.

### *Strengths*

BRS professional staff is highly dedicated and meet the criteria for having relevant education and experience. It also appears that staff were selected based on personal qualities such as being non-confrontational but firm, problem solving skills, flexibility, life experiences and possessing values that are consistent with the rehabilitative ideal.

Regular staff meetings are held and staff are being assessed on service delivery.

Staff regularly receive clinical supervision on a regular basis.

Staff receive ongoing training on a regular basis

Staff has regular input into the program.

### Areas that need improvement

Staff have not been formally trained on the Matrix Model curriculum.

### Evaluation

<input checked="" type="checkbox"/>	Very satisfactory
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs improvement
<input type="checkbox"/>	Unsatisfactory

### *Recommendations:*

Program staff should be formally trained and/or certified on all curriculums being taught.

## 3) Offender Assessment

The extent to which offenders are appropriate for the service provided and the use of proven assessment methods is critical to effective treatment programs. Effective programs assess the risk, need, and responsivity of offenders, and then provide services and treatment accordingly. The section on Assessment examines three areas regarding assessment: selection of offenders, the assessment of risk, need, and personal characteristics of the offender, and the manner in which these characteristics are assessed.

### Strengths

BRS receives summaries of LS/CMI overall scores, and in some cases, domain scores. In addition, the program conducts the MAST/DAST, URICA, ASAM, and the Modified Mini mental health screen. BRS is utilizing the criminogenic needs in formulating case plans and is encouraged to continue utilizing these assessments to formulate effective case plans.

### Areas that need improvement

N/A.

### Evaluation

<input checked="" type="checkbox"/>	Very satisfactory
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs improvement
<input type="checkbox"/>	Unsatisfactory

### Recommendations:

N/A

#### 4) Treatment Characteristics

This section examines whether or not the program targets criminogenic behavior, the types of treatment used to target these behaviors, specific treatment procedures, the use of positive reinforcement and punishment, the methods used to train offenders in new prosocial skills, and the provision and quality of aftercare services. Other important elements of effective intervention include matching the offender's risk, needs, and personal characteristics with the appropriate treatment programs, treatment intensity, and staff; and relapse prevention strategies designed to assist the offender in anticipating and coping with problem situations.

### Strengths

BRS offers some treatment that targets criminogenic needs in the following domains: criminal thinking, focus on harm done to victims, increase self-control, self-management, and problem solving skills, alcohol/drug treatment.

BRS does utilize some evidence-based, cognitive-behavioral/cognitive restructuring approaches.

BRS treatment length averages approximately six to seven months.

Curriculum manuals are made available to all program facilitators.

Groups are separated by risk.

Offenders are offered many opportunities to have input into the program including surveys and anonymous suggestions.

All groups are supervised from beginning to end by program staff.

Group size does not regularly exceed 8-10 offenders and staff consistently identified that when groups did exceed 8-10 for any length of time that they would be split into smaller components.

BRS utilizes the Matrix Family component and does actively encourage family involvement.

Discharge plans are created and shared.

The program does provide a one month aftercare.

### **Areas that need improvement**

While manuals have been made available for all curriculums being utilized, they are not consistently used or utilized with fidelity.

The program is attempting to help move offenders to be more involved in pro social activities as noted in multiple case plans, however, this is an ongoing effort and most offenders are still not scheduled or involved in pro-social activities for 40-70% of a normal work week this is best achieved through collaboration of community corrections and the treatment program.

Program intensity does not vary based upon the level of risk; medium risk offenders receive the same level of dosage and intervention as extremely high risk offenders.

Offenders are not assigned to staff or groups based upon responsivity characteristics.

There does not appear to be a formal process in place to administer reinforcers or punishers.

While some of the groups incorporate some skill modeling, training, and practice; many do so only occasionally or not at all.

### *Evaluation*

<input type="checkbox"/>	Very satisfactory
<input checked="" type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Satisfactory, but needs improvement
<input type="checkbox"/>	Unsatisfactory

### *Recommendation*

- More effort should be made to match staff and offenders based on some responsivity factors. For example, offenders with mental health issues should be consistently assigned to staff that have credentials to work with those types of offenders. This should be done using standardized objective assessments

- BRS has made great strides in delivering evidenced based curriculum with fidelity, however, the Matrix Model is being delivered by facilitators inconsistently and without fidelity, despite the score of 1 out of 3 the level of commitment and hard work should not be minimized or dismissed. It will be recommended that program continue to strive towards groups and curriculum which; train offenders to recognize high risk factors, provide skills for avoiding and managing these factors, and provide opportunities for practicing new skills, behaviors, and attitudes in increasingly difficult scenarios. This should be an integral part of the treatment and should be routinely done throughout all components of the program. Research has shown that effective programs incorporate behavioral rehearsal techniques throughout all aspects of their programs. After triggers and problem areas are identified, staff should teach appropriate skills that will assist the offenders in refraining from criminal behavior. After the skills are taught (while following a structured curriculum) the offenders should be required to practice the skills. Practicing of new skills can take the form of playing games, role-playing, journaling, and homework. Initially, the role plays should be quite simple so as the focus is on learning the skill rather than play-acting. It will also be important that these opportunities for practice focus on the alternative pro-social behaviors rather than past behaviors or shaming exercises. Once the offenders have practiced the skill, the practice should be structured to become more difficult. This type of skill building should be an integral part of the entire program. During the cycle of a group, 40% of the total number of hours of group treatment should be allocated to practice and skill building activities.
- There should be written guidelines for use of reinforcers just as there are for sanctions. Guidelines should include appropriate types of reinforcers and disincentives along with examples of prosocial behaviors that should be recognized or reinforced.
- The use of behavioral strategies to assist offenders in developing pro-social skills needs to be increased. The basic approach to teaching skills includes: (1) defining the skills to be learned; (2) modeling the skill for the client; (3) rehearsing (or role playing) the skill; (4) practicing the skill in increasingly difficult situations; and (5) providing constructive feedback. The identification of high risk situations and subsequent skill training to avoid or manage such situations should be a routine part of programming. During the cycle of a group, 40% of the total number of hours of group treatment should be allocated to practice and skill building activities.
- BRS has adopted a one month aftercare component; however, the aftercare group is being delivered without a specific curriculum. It will be recommended that aftercare group adopt a specific journal or curriculum focused on moving offenders from a more structured environment back to a less structured life.

#### 5) Quality Assurance

This domain centers on the quality assurance and evaluation processes used to monitor how well the program is functioning.

#### *Strengths*

The program conducts file reviews, group observation and overall clinical supervision on a consistent basis.

The program conducts multiple periodic, objective, standardized assessments of offenders on target behaviors.

The program conducts an assessment of offender satisfaction on a consistent basis.

### Areas that need improvement

Recidivism data is being gathered by the Department of Corrections on clients after leaving the program however it is not being provided to the program.

There has not been a program evaluation conducted within the last 5-years that compared treatment outcome with a risk-control comparison group. There is not currently a document containing an introduction, method, results, and a discussion on file that details the effectiveness of the program.

BRS does not have an evaluator working with the program to assist with research and evaluation.

### *Evaluation*

<input type="checkbox"/>	Very satisfactory
<input checked="" type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Satisfactory, but needs improvement
<input type="checkbox"/>	Unsatisfactory

### *Recommendation*

- It would be helpful for the program to have a formal evaluation conducted.

### **OVERALL PROGRAM RATING**

Bridgeway Recovery Services, Inc. received an overall score of **70** percent on the CPC. This falls into the Highly Satisfactory category.

The overall capacity score, designed to measure the whether the program has the *capability* to deliver evidence based interventions and services for offenders is 72 percent, highly satisfactory. The overall content score, which focuses on the *substantive* domains of assessment and treatment, is 69 percent, highly satisfactory.

## **EXHIBIT B INDEMNIFICATION**

### **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 State is jointly liable with the County (or would be if joined in the Third Party Claim), the State 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 State 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 State 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (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 State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State 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 State 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 the 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 Agency:

"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.