



Contract Review Sheet

SO-5887-24

Intergovernmental Agreement #: SO-5887-24 Amendment #: _____

Contact: Bethany Johnston Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Wednesday, January 24, 2024

Title: (M57) IGA Between State of Oregon and Marion County #6624_2023-25

Contractor's Name: Oregon Department of Corrections

Term - Date From: July 1, 2023 Expires: June 30, 2025

Original Contract Amount: \$ 1,364,879.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 1,364,879.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

The State of Oregon through its Department of Corrections will administer the distribution of grants to Marion County in the amount of \$1,364,879.00 over two years. Funds will be used towards programs to provide addiction treatment to offenders who are at risk for re-offending.

Desired BOC Session Date: 2/28/2024 Files submitted in CMS for Approval: 2/7/2024

Agenda Planning Date: 2/15/2024 Printed packets due in Finance: 2/13/2024

Management Update: 2/13/2024 BOC upload / Board Session email: 2/14/2024

BOC Session Presenter(s) Mike Hartford

FOR FINANCE USE

Date Finance Received: 2/8/2024 Date Legal Received: _____

Comments: Y 1

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: _____

Department: _____

Title:

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: _____ Contact: _____ Phone: _____

Requested Action:

Issue, Description & Background:

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments:

Presenter:

Department Head Signature: 

REQUEST FOR AUTHORIZATION OF CONTRACT SO-5887-24

Date: January 24, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Bethany Johnston

I. Subject: Retroactive

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 Oregon Department of Corrections for (M57) IGA Between State of Oregon and Marion County #6624_2023-25 with a value of \$1,364,879.00 and will be effective retroactive to 7/1/2023 upon approval.

A. BACKGROUND

The contract is with the State of Oregon through its Department of Corrections whereas, Oregon Law 2028, Chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders as risk of reoffending, and authorizing the Department of Corrections to make grants to Counties to produce supplemental funding.

B. 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 on January 18th, 2024.

C. 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:

Bethany Johnston
Sheriff's Office

Acknowledged by:

Department Head

Reviewed by:

Contracts & Procurement

Acknowledged by:

Jan Fritz, CAO

INTERGOVERNMENTAL AGREEMENT #6624
BETWEEN THE STATE OF OREGON AND MARION COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and 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, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

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

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

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

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

I DEFINITIONS

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

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

II AUTHORITY AND DURATION

A. Authority

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

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

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

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

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

IV AMENDMENTS GENERALLY

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

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
 - 7. 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.

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

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

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

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

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

VII PERFORMANCE GOALS

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

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

VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2024.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$1,364,879. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

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

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

X INDEMNIFICATION. See Exhibit B, which is incorporated into and made part of this Agreement.

XI TERMINATION

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

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

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

XIII ACCESS TO RECORDS

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

XIV SURVIVAL

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

XV GOVERNING LAW; JURISDICTION; VENUE

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

XVI WAIVER

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

XVII EXECUTION AND COUNTERPARTS

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

XVIII NOTICE

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

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
3723 Fairview Industrial Drive SE, Ste 200
Salem, OR 97310
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Mike Hartford, Director
Marion County Sheriff's Office
4040 Aumsville Hwy SE
Salem, OR 97301
Telephone: (503) 588-8492
Fax: (503) 540-8010
Email: mhartford@co.marion.or.us

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

XIX MERGER; INTEGRATION

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

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Benjamin Eckstein by email dated 8/22/2023
Assistant Attorney General

**SIGNATURE PAGE FOR
(M57) IGA BETWEEN STATE OF OREGON AND MARION COUNTY #6624_2023-25 -
SO-5887-24**

**between
MARION COUNTY and OREGON DEPARTMENT OF CORRECTIONS**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

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

EXHIBIT A

APPLICATION COVER PAGE

COUNTY NAME: Marion County

CONTACT NAME: Mike Hartford

CONTACT ADDRESS: 3610 Aumsville Hwy SE Salem, OR 97317

TELEPHONE NUMBER: (503) 566-6907

E-MAIL ADDRESS: mhartford@co.marion.or.us

Participant population to be served:

The Student Opportunity for Achieving Results (SOAR) program serves a population of substance-addicted, medium to high-risk community corrections clients on felony probation and/or post-prison supervision who have a current property crime charge, or a history of property crime charges or convictions listed in ORS 137.717.

Number of individuals who will participate in the program:

At any given time (program capacity):

SOAR is delivered on the Chemeketa Community College Campus (Salem, Oregon) and serves up to 24 participants per cohort. The group is split into two classes to ensure that class size is within recommended guidelines and interventions are delivered to fidelity in a group setting.

Number of participants per year:

The SOAR program enrolls and serves up to 96 participants per year in addition to providing follow-up services to prior SOAR participants.

A. Description of Services

Describe the intervention your county proposes to provide by answering the following questions. Be sure to integrate into your responses how the standards for intervention described in Section II will be addressed.

1. Describe your intervention approach. How will you use supervision, treatment, interventions, and sanctions to reduce drug abuse and criminal behavior?

SOAR is a cognitive-based program that offers a variety of services including enhanced supervision, motivational programming, cognitive programming, mentoring, housing resources, employment programming/services, and substance use treatment.

SOAR programming includes two Community Corrections Deputies who are assigned to work with all SOAR participants. Deputies use assessments such as the Level of Service/Case Management Inventory (LS/CMI), Women's Risk Needs Assessment (WRNA), and the Public Safety Checklist (PSC) to determine criminal risk factors and to create individual caseplans.

Community Corrections Deputies facilitate a pro-social activities group, which meets every Wednesday. The group participates in a variety of activities including fishing, cookouts, and community service activities.

For each student to have a safe and healthy learning environment, all students are expected to follow SOAR program expectations. Expectations are introduced to participants during SOAR orientation and include:

- Attendance
- Punctuality
- Group engagement
- Assignment completion
- Skill demonstration
- UA submission as required
- Pro-social behavior

Rewards and consequences have been formalized in a written policy to ensure staff consistency and provide clarity to program participants. The policy is based on the belief that the most effective reinforcement (both positive and negative) comes immediately after the behavior (when feasible) in question.

Examples of rewards include but are not limited to:

- Reduction of curfew
- Decrease in reporting
- Removal of special conditions
- Reunification with family, minors, or victims
- Early termination from supervision
- Transfer to the Limited Supervision Unit (LSU)
- Gift cards, prizes, candy, etc.
- Validation for program achievement
- Advancement in the program, certificate of completion, and a graduation celebration

Consequences (sanctions/interventions) will be used to extinguish anti-social behavior and to promote future behavioral change. Like rewards, consequences will be implemented consistently and immediately after the behavior (when feasible). All appropriate consequences are utilized on an as-needed and on a case-by-case basis.

Listed below are some of the guiding principles for this process:

- Responses to violations of supervision must be swift and sure
- Responses to violations shall be fair and just
- Responses to violations shall be commensurate to the severity of the behavior and risk to the community

Any imposed sanction will be in accordance with the Administrative Sanctions Sanctioning Grid. Examples of consequences are, but are not limited to, the following:

- Reprimands (verbal/written)
- GPS monitoring
- House arrest
- Curfew
- Transition Center
- Jail

SOAR programming includes a Certified Recovery Mentor (CRM) who offers pro-social support including crisis intervention, transportation, links to resources for personal care, life skills, and additional resources based on participant needs.

SOAR programming includes a Certified Alcohol and Drug Counselor (CADC) responsible for providing evidence-based cognitive behavioral interventions related to substance use treatment. Treatment includes drug testing as an accountability tool, relapse prevention planning, transition planning, and the American Society of Addiction Medicine (ASAM) and

Texas Christian University Client Evaluation of Self and Treatment (TCU-CEST) assessments to determine appropriate levels of care.

The SOAR program has access to an in-house Qualified Mental Health Professional who conducts evaluations and connects individuals to needed mental health services.

SOAR programming includes two Training and Employment Specialists who provide evidence-based cognitive interventions related to acquiring and maintaining employment. The Training Specialists and Employment Specialist provide an educational component and direct access to community college resources.

There is also a pre-SOAR program for those clients who are on a waiting list to start SOAR and those whose release date does not coincide with the start of the SOAR program. The pre-SOAR program is designed to introduce students to the SOAR staff, build rapport, make initial assessments of risk, need, and responsivity, and assist students in accessing appropriate community services. Upon graduation from the SOAR program, SOAR staff remain available to provide ongoing support.

2. Describe the treatment program design, including expected duration and intensity.

SOAR is an evidence-based, intensive, and collaborative 12-week treatment, mentoring, and employment program designed for individuals with high criminogenic needs and identified substance use issues. SOAR is culturally inclusive and delivers 250+ hours of cognitive behavioral interventions to help reduce future criminal behavior by providing enhanced supervision, mentoring services, employment services, and substance use treatment.

SOAR is a 5-day per week, 6-hour per day program including scheduled class times, leisure and recreation, one-on-one counseling, and a study hall. Daily SOAR activities vary from 30-minute to 2-hour sessions with incorporated breaks and mealtimes.

The target population served is substance-addicted, medium to high-risk community corrections clients on felony probation and/or post-prison supervision who have a current property crime charge, or a history of property crime charges or convictions listed in ORS 137.717.

The SOAR program was initially offered as a men's program. In the spring of 2023, the SOAR program held the first female-specific cohort. The male and female programs are held separately and offer gender specific assessments, resources, and curriculum.

Curriculum offered to both male and female cohorts include, but are not limited to, The Change Companies MEE Journals, Stages to Change, Untangling Relationships, and the University of Cincinnati Corrections Institute Cognitive Behavioral Interventions for Substance Use Adult (CBI-SUA) and Employment (CBI-EA).

The female class offers gender-responsive case planning, curriculum, interventions, resources, and staff to address the needs of the participants being served. Female-specific curriculum includes, but is not limited to, Healing Trauma facilitated by The Pathfinder Network, Living in Balance, Moving On, and Seeking Safety.

3. Describe any collaboration in your approach, including local criminal justice system and local servicers' providers.

This collaborative endeavor is made possible with the assistance and cooperation of several local government and private non-profit agencies including The Pathfinder Network of Oregon, Marion County Health and Human Services Department, Chemeketa Community College, and the Community Corrections Division of the Marion County Sheriff's Office.

The Marion County Health and Human Services Department provides an Addictions Treatment Program that is licensed by the State of Oregon. A CADC is responsible for providing evidence-based substance use programming, assessments, and counseling. A CRM provides pro-social support, transportation, and access to community resources.

Chemeketa Community College provides two Training and Employment Specialists who deliver evidence-based cognitive-behavioral interventions related to acquiring and maintaining employment, and access to college and community resources.

The Marion County Sheriff's Office provides two Community Corrections Deputies that provide intensive supervision, case planning, and a pro-social activities group. Participants have access to an in-house Qualified Mental Health Professional who can conduct evaluations and connect individuals to needed mental health services. Additionally, a Program Coordinator is responsible for development and implementation of the program and acts as a liaison between partnering agencies and community resources.

Partnering agencies such as the Marion County Housing Authority, St. Vincent DePaul, local transitional housing partners, the Family Support Division of the Marion County District Attorney's Office, and other community partners connect program participants with resources to support independent living.

4. What research or evidence is there that supports the approach? If the approach has been in operation for at least a year, what have been the outcomes of the approach? If the approach has been in operation for at least a year, how do participants rate on the community corrections performance measures (recidivism, successful completion of supervision, employment, benefit from treatment, payment of restitution and/or community service work)?

An evaluation of the SOAR program was conducted in April 2023 by the Oregon Department of Corrections, utilizing the Risk-Need-Responsivity (RNR) Program Tool for Adults. The SOAR program was rated as having “Very High Adherence” to evidence-based practices referenced in Attachment B (the “RNR Program Tool for Adults” results).

To date, 43 classes have graduated from SOAR, with a 58% successful completion rate. Additionally, the recidivism rate for SOAR graduates is only 39% (compared to 54% of the general population of High-Risk clients).

Supplemental Funding Intervention Grant funds

County	Allocation %	M57 Supplemental Funds
Baker	0.49%	\$62,131
Benton	1.22%	\$154,232
Clackamas	5.64%	\$712,500
Clatsop	1.22%	\$154,232
Columbia	1.27%	\$159,897
Coos	1.97%	\$248,891
Crook	0.85%	\$107,816
Curry	0.65%	\$82,233
Deschutes	4.11%	\$518,614
Douglas	3.31%	\$418,290
Gilliam	0.07%	\$50,000
Grant	0.21%	\$50,000
Harney	0.22%	\$50,000
Hood	0.41%	\$51,898
Jackson	8.18%	\$1,032,477
Jefferson	1.11%	\$139,979
Josephine	4.04%	\$510,573
Klamath	3.63%	\$458,493
Lake	0.39%	\$50,000
Lane	8.77%	\$1,107,400
Lincoln	1.96%	\$247,977
Linn	3.86%	\$487,183
Malheur	1.50%	\$190,048
Marion	10.81%	\$1,364,879
Morrow	0.42%	\$53,177
Multnomah	16.04%	\$2,026,212
Polk	1.48%	\$186,760
Sherman	0.06%	\$0
Tillamook	0.59%	\$74,010
Umatilla	2.42%	\$305,723
Union	0.81%	\$101,968
Wallowa	0.15%	\$50,000
Wasco	0.83%	\$112,567
Washington	9.04%	\$1,141,938
Wheeler	0.01%	\$0
Yamhill	2.24%	\$283,063
Total	100.00%	\$12,745,161

ATTACHMENT A

2023-2025 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	2021-2023 M57 Supplemental Funds Carryover	2023-2025 M57 Supplementa l Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs					
Salaries and wages (include position FTE and type)					
Program Coordinator 2 (0.50 FTE)	\$0	\$81,239			\$81,239
Transition Parole Officer (1.0 FTE)		\$199,797			\$199,797
Transition Parole Officer (1.0 FTE)		\$193,631			\$193,631
Payroll taxes and benefits		\$51,031			\$51,031
Program Coordinator 2 (0.50 FTE)		\$121,247			\$121,247
Transition Parole Officer (1.0 FTE)		\$118,968			\$118,968
Transition Parole Officer (1.0 FTE)					
B. Materials and Services (be detailed)					
Office Supplies	\$0	\$1,600			\$1,600
Food Supplies		\$4,000			\$4,000
Educational Supplies		\$2,400			\$2,400
Transportation Services		\$10,620			\$10,620
Training		\$18,312			\$18,312
Incentives		\$1,400			\$1,400
C. Treatment Provider and/or Contracted Professional Services (be detailed)					
Marion County Health and Human Services Department – Licensed Drug and Alcohol Counselor & Mentor Services	\$0	\$560,634			\$560,634
D. Sanction Costs (by type)					
E. Capital Outlay and Start- Up Costs					
Total	\$0	\$1,364,879	\$0	\$0	\$1,364,879

ATTACHMENT B RNR Program Tool for Adults



The Center for Advancing Correctional Excellence

RNR Program Tool for Adults

Marion Student Opportunity for Achieving Success (SOAR) Group: B

- | | | | | | | | | | | | | |
|-------------|------------|---------|-------|-------------|--------|---------|----------|--------|----------------|---------|--------------------|---|
| Information | Population | Metrics | Staff | Eligibility | Target | Content | Controls | Dosage | Implementation | Funding | Final Notes/Submit | ✔ |
|-------------|------------|---------|-------|-------------|--------|---------|----------|--------|----------------|---------|--------------------|---|

Below are the results from the RNR Program Tool for Adults. The Program Group reflects the program's classification for treatment matching purposes; this classification group is driven by the program's primary treatment target. The graphic displays where your program falls on each of the six key domain areas as well as the overall score of the program. This feedback is designed to identify program strengths as well as areas where the program can be improved. Click on the bars below to learn more about what these domains mean and to view recommendations for your program.

Marion Student Opportunity for Achieving Success (SOAR)	
Estimated Annual Capacities	
	Total clients: 71 Criminal justice clients: 71
Description:	Student Opportunity for Achieving Results (SOAR) is an intensive and collaborative 12-16 week transition program designed for individuals with substance use issues and high criminogenic needs. This cognitive-based program offers a variety of services including enhanced supervision, healthy relationship skills classes, housing, employment services, substance use treatment services, and peer support.
	Entered: 4/19/23 10:17 AM Modified: 4/26/23 10:42 AM

Program Group B: Criminal Thinking Interventions



Programs scoring high on the Risk Principle domain of the RNR Program Tool for Adults use a validated risk assessment tool to identify individual risk level and target one risk level (i.e., high-risk only, low-risk only).



Programs scoring high on the Needs Principle domain of the RNR Program Tool for Adults target Substance Dependence or Cognitive Restructuring as these are most directly related to offending behavior and use a target specific assessment (e.g., DSMIV, ASAM, TABE, TCU-CTS) to match individuals to programs and services.



Programs scoring high on the Responsivity Principle domain of the RNR Program Tool for Adults in Group B use cognitive-behavioral or behavioral interventions, intensive supervision paired with treatment, intensive outpatient services, or specialized court models.

Improvements can be made by:

- limiting the number of behaviors that earn rewards. It is advisable to only address 3 behaviors or less at one time; this defines for the client the targets that are important.



Programs scoring high on the Implementation domain of the RNR Program Tool for Adults in Group B have specific completion criteria requiring participants to successfully complete all program requirements, treatment and criminal justice staff communicate at least bi-weekly about individual's progress, have been evaluated by an external entity, use coaching model for staff development, assess quality using external audits, and are operated by at least 75% clinical staff.

Improvements can be made by:

- revising completion criteria so that it is based on improvement of symptoms or meeting requirements, goals, and/or expectations, rather than attendance or length of program.
- increasing the proportion of clinical staff (with credentials to provide therapy) on the treatment team.
- increasing the percentage of program staff who have certain credentials, such as an advanced degree or specialized training.
- having an external evaluator assess your program for quality and fidelity to the model.

DOSAGE

80%

Programs scoring high on the Dosage domain of the RNR Program Tool for Adults in Group B have at least 300 clinical hours, have daily or twice weekly programming that last for approximately 26 or more weeks, 15+ hours per week, and includes aftercare and phases.

STRUCTURE

100%

Programs scoring high on the Structure Domain of the RNR Program Tool for Adults include supplemental services in addition to their primary programming, and include at least some additional supplemental features to add structure to the program.

OVERALL SCORE

81%



George Mason University
Criminology, Law and Society

CJ-TRAK was developed by the Center for Advancing Correctional Excellence (ACEI) (www.gmuace.org) at George Mason University with collaborators at University of Massachusetts, Lowell; Maxarth, LLC; and Slonky, LLC under grant BJA 2010 DG-BX-K026. This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).

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ATTACHMENT C

Council Members:

Chris Baldridge, Safety & Risk Mgmt.
Salem Keizer School District

John Bauer
Citizen Member

Joseph Budge
Citizen Member

Robert Carney, Councilor
City of Woodburn

Paige Clarkson, District Attorney
Marion County

Jayne Downing, Director
Center for Hope & Safety

Don Frederickson
Citizen Member

Judge Courtland Geyer
Marion County Circuit Court

Chris Eppley, Director
Community Services Department

Troy Gregg, Director
Marion County Juvenile Department

Chris Hoy
Citizen Member

Linda Hukari, Administrator
Marion County Circuit Court

Elizabeth Infante
Citizen Member

Nick Hunter, Sheriff
Marion County

Alison Kelley, Executive Director
Citizen Member

Bishop Garland C. King, Jr.
Citizen Member

Rick Lewis
Citizen Member

Pete McCallum
Citizen Member

Todd McCann
Public Defender/Attorney

Christina McCollum
Citizen Member

Ed McKenney
Citizen at Large

Ryan Matthews, Administrator
Health & Human Services Department

Tim Murphy
Citizen Member

Judge Tracy Prall
Marion County Circuit Court

Dave Rash, Police Chief
City of Hubbard

Mike Runyon, Supervisor
Oregon Youth Authority

Cari Sessums, Representative
Alcohol & Drug Planning Committee

Shaney Starr, Program Director
Citizen Member

Colm Willis, Commissioner
Marion County

Shannon Wilson
Public Defender

Trevor Wornack, Police Chief
City of Salem

Lt. Chris Zohner
Oregon State Police

Julie Hoy
Salem City Council

Douglas Cos
Citizen Member

Jeff Wood
Community Corrections Director



MARION COUNTY PUBLIC SAFETY COORDINATING COUNCIL

Chair: Commissioner Colm Willis
Vice-Chair: Jayne Downing

October 10, 2023

Heidi Steward, Acting Director
Oregon Department of Corrections
2575 Center Street NE
Salem, Oregon, 97301

Re: Marion County Sheriff's Office 2023-2025 application for Supplemental Funds for Drug Addicted Persons (Measure 57).

Dear Director Steward:

The Marion County Public Safety Coordinating Council supports the Marion County Sheriff's Office 2023-25 application for Supplemental Funds for Drug Addicted Persons (Measure 57). At today's meeting of the Council, the application was approved unanimously.

This application and the subsequent funding it provides, supports the Student Opportunity for Achieving Results (SOAR) program. The SOAR program continues to support the Council's mission of creating a continuum of supports and services for adult offenders, juvenile offenders, and crime victims, resulting in a system that emphasizes community safety and prevents criminal activity.

Sincerely,

A handwritten signature in blue ink that reads "Colm Willis".

Commissioner Colm Willis, Chair
Marion County Public Safety Coordinating Council

**EXHIBIT B
INDEMNIFICATION
MARION COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

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

Indemnification by Subcontractors

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

Subcontractor Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

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

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

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

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

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