



Alice Perry
INTERIM DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

March 5, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Marion County for court-ordered youth short-term residential services. Agreement Value is approximately \$200,000 for 18 months. Funding is through the Oregon Department of Human Services, Oregon Health Authority and approximately \$74,000 budgeted County General Funds.

Previous Board Action/Review	This is a new contract.		
Performance Clackamas	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete court supervision, and stop committing offenses. 2. Safe, Secure, and Livable Communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Tiffany West	Contact Phone	503-650-3162

EXECUTIVE SUMMARY: Clackamas County Juvenile Department (CCJD) is requesting approval to enter into an Intergovernmental Agreement with Marion County to provide Basic Residential Rehabilitation Services (BRS) at the Short-Term Shelter level for youth referred by the Clackamas County Juvenile Department (CCJD). Marion County's Guaranteed Attendance Program (GAP) is a staff-secured shelter care facility that serves court ordered youth as an alternative to detention.

This contract is for Short Term Residential Placement (STRP) beds per day on a fee for service basis at current BRS rates. In the FY25-26 budget, the STRP beds are paid for with a combination of General Fund (estimated 37%) and State funding (estimated 63%).

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Alice Perry, Interim Juvenile Director
Juvenile Department

For Filing Use Only

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CLACKAMAS COUNTY, OR
JV-6710-25

1. PARTIES TO AGREEMENT

This Agreement between Clackamas County, OR, hereafter called Clackamas, and Marion County, a political subdivision of the state of Oregon, hereafter called Marion, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which Marion will provide short term residential placement for youth involved in the Clackamas County Juvenile Department. These services are further described in Section 7.

3. OVERALL PROGRAM GOAL

Marion shall determine the needs of and stabilize the behaviors of moderate to severely acting out youth by providing Short-Term Residential Placement (STRP), case management, assessment, and recommendations in an out of home placement of up to ninety (90) days with the goal of family reunification and/or community re-entry. Services provided to the youth and families will be voluntary and at the least restrictive level to youth that have been referred to Marion by Clackamas. While in STRP, additional programmatic goals include youth attending all court hearings and Clackamas appointments, as well as youth not committing new crimes.

4. TERM AND TERMINATION

- 4.1 This agreement shall be effective upon the date of the last signature through June 30, 2027, unless sooner terminated or extended as provided herein.
- 4.2 This agreement may be extended for an additional period of up to three years by written agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 4.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 4.4 Clackamas may terminate this agreement effective upon delivery of written notice to Marion or at such a later date as may be established under any of the following conditions:
 - 4.4.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

- 4.4.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - 4.4.3 If any license, certificate, or insurance required by law or regulation to be held by Marion to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - 4.4.4 If Marion fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - 4.4.5 If Marion fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from Clackamas, fails to correct such failure(s) within ten (10) days or such longer period as Clackamas may authorize.
- 4.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

5. SERVICE RATES AND FUNDING

- 5.1 The total amount paid under this contract shall not exceed \$200,000.00. Payments under this contract shall be made according to the following terms:
- 5.2 Clackamas agrees to pay Marion on a fixed fee for service basis at the below-listed current Behavior Rehabilitation Services (BRS) rates as set by the Oregon Health Authority (OHA) and listed online at <https://www.oregon.gov/oha/hsd/ohp/pages/policy-brs.aspx>. If during the term of this agreement, BRS rates increase from the current rates listed below, the rates under this agreement shall change, without notification or amendment, to match the current BRS rates. Payment by Clackamas shall be made at BRS rates for all Clackamas youth placed with Marion under this agreement even if youth don't otherwise qualify for BRS.

The current BRS rates are as follows:

- 5.2.1 **Short-term shelter care Full bed day:** As of July 1, 2025, equals \$385.04 per bed per day; and
- 5.2.2 **Short-term shelter care Partial/Absent:** As of July 1, 2025, equals \$192.52 per bed day.

6. BILLING AND PAYMENTS

- 6.1 Marion shall submit an invoice and client roster/spreadsheet for the previous month's services to Clackamas monthly, to the attention of Administrative Services Manager at the following address: Clackamas County Juvenile Department, 2121 Kaen Rd. Oregon City, OR

97045. Marion shall not submit invoices for, and Clackamas will not pay any amount in excess of the maximum compensation amount in section 5.1. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before Marion performs Work subject to the amendment.

Invoices must contain:

- Reference of: Bill to Clackamas
County Juvenile Department
- Marion's name and address
- Agreement number
- Invoice number and date
- Dates or periods of services
- A brief description of goods and /or services
- The total invoice amount

Client Roster/Spreadsheet must contain:

- JJIs Number of youths
- Start Date & Exit Date
- Days in Program
- Total days for all youth

6.2 Remittance shall be sent within 30 days of Clackamas receiving invoice and client roster/spreadsheet, following Clackamas' review and approval to the attention of: Accounting Specialist, at the following address: Marion County Juvenile Department, 2960 Center St NE Salem, OR 97301.

7. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

7.1 UNDER THE TERMS OF THIS AGREEMENT, MARION SHALL:

7.1.1 Provide a safe, structured and supervised environment, exercise a fair and consistent application of boundaries/ limits to the youth's conduct and behavior coupled with predictable rewards for positive behaviors and consequences for rule violations, and provide and support an environment that offers supportive and nurturing relationships as well as being responsive to the youth and families' needs.

7.1.2 Provide stabilization and assessment of youth, and their families, and provide recommendations relative to placement following STRP. These services will also be made available to both eligible and ineligible BRS youth.

7.1.3 **PLACEMENT PROCESS**

7.1.3.1 Provide availability to screen youth for STRP at times that are convenient for the family at Marion County Juvenile Department.

7.1.3.2 Accept placement of youth referred by Clackamas. Marion may, at its discretion, decline to accept placement of referred youth, based upon a mutually agreed upon set of criteria attached as Exhibit A.

7.1.3.3 Marion shall only accept placement of youth according to a written process, which will include Clackamas staff with authority to make placement as provided by Clackamas, and parent(s), and as mutually agreeable by Clackamas and Marion.

7.1.3.4 Youth with fire setting behaviors may be accepted however, all evaluations identifying risk factors must occur prior to placement referral request.

7.1.3.5 Provide all services in compliance with current State of Oregon BRS rules and guidelines for the Assessment and Evaluation level of BRS services, relative to programming, living environment, physical care, hygiene, and educational opportunities.

7.1.3.6 Transport youth and make any and all arrangements needed to meet a medical or psychiatric emergency.

7.1.4 **SERVICE COMPONENTS**

Marion shall provide specific service components to subsequent target populations. These services are listed below, but not limited to, the following:

7.1.4.1 **Stabilization of Youth Behavior**

Target population: Youth in need of out-of-home placement due to behaviors that presents risk to the community, the youth, or the youth's family. During the anticipated ninety (90) day placement period, Marion shall assess the youth's risk and needs, family dynamics, readiness for treatment, and appropriate community placement options.

Purpose of services: To assess the needs of the youth and family and provide recommendations for services that contribute to the successful return of the youth to the community or other appropriate placement; determine community supports or collaborations with community partners such as schools and treatment resources that could support youth's return home; and gather history of services or placements attempted with youth and family.

Specific service components shall include, but not be limited to the following components, depending on individual youth needs:

- a) Cognitive, behavioral, and social assessment
- b) Mental Health coordination
- c) Individual and group counseling and/or skill building
- d) Skills training contributing to emotional and behavioral regulation
- e) Educational Support

- f) Family engagement and/or support
- g) Community inclusion
- h) Crisis or planned respite
- i) 24-7 staffing
- j) Interpreter services
- k) Written service planning, pursuant to BRS rules, at the youth's initial intake, and at forty-five (45) and ninety (90) day reviews
- l) The maximum stay shall not exceed ninety (90) days, unless otherwise specified in writing by a Clackamas contract administrator

7.1.4.2 Assessment of Youth Needs for Supervision, Structure and Treatment Services

Target populations: Youth ages 12-17 in need of out-of-home placement due to behavior that presents risk to the youth, the community, or within the youth's home environment.

Purpose of services: Delivery of assessment, treatment, and rehabilitative services to youth with emotional and behavioral disorders. Services may be provided in the physical location of the placements, in an outpatient clinic setting, in the home and/or community. The focus of services is on improving family and youth functions and reducing the impact of emotional or behavioral disorder on daily life.

Outpatient services are provided on a short-term basis to address behaviors, achieve stabilization and immediate problem resolution. Mental health evaluations will be completed as needed and billed to medical cards to aid the Clackamas counselor in determination of need for further out of home placement or creation of the service delivery plan upon return to the family home.

Specific service components shall include, but not be limited to the following components, depending on individual youth needs:

- a) Provide a written assessment of youth and family needs
- b) Assess, provide and/or coordinate treatment services for alcohol and other drug dependence
- c) As needed, assess, provide and/or coordinate psychiatric consultation and evaluation
- d) Provide trauma informed treatment services
- e) Medication management

- f) Case management, including integration and coordination of services
- g) Provide a written Master Service plan within forty-five (45) days of intake
- h) Vocational opportunities
- i) Identify a family liaison to communicate and/or coordinate intervention planning
- j) Provide recreation opportunities and access to prosocial activities
- k) Provide hygienic conditions
- l) Provide nutritious, culturally appropriate and ample meals
- m) Provide a de-institutionalized, homelike environment
- n) Provide opportunity for community service/restitution earning opportunities
- o) All youth will receive the service menu identified by the state of Oregon for BRS assessment and evaluation level services within required timelines
- p) Include parents and/or guardians in the development of the Initial and Master Service Plans, absent compelling circumstances documented and approved in advance by Clackamas management

7.1.4.3 Preparation of Youth for Transition to Their Next Living Environment

Target population: Youth at risk of further out-of-home residential placements, detention, or youth correctional setting.

Purpose of services: Determine, establish and provide a written transition plan that addresses youth's needs and provide recommendation for the youth's return home or to a higher level of care. This transition plan will be developed and incorporated into the BRS required Master Service Plan and Discharge Summary at the conclusion of a youth's placement in STRP, and includes the following:

- a) Case Management
- b) Competency and interpersonal skill development
- c) Life skill development
- d) An aftercare/transition plan at least 30 days prior or as close as possible to discharge
- e) A written discharge summary within 15 business days of discharge, including community-based services, education and support plan.

f) Family engagement focused on increasing communication and strengthening relationships that contribute to the reunification of the youth with their family

g) Facilitating integration and coordination with schools and mental health services

h) Assist youth in developing a plan for establishing community connections/engagement upon their return home

7.1.4.4 **Targeted Needs of Certain Youth**

Recruit and train staff to supervise and support youth with targeted needs as listed below.

Participate in the development and implementation of safety plans as needed, specific to youth with targeted needs as listed below.

Purpose of services: Provide STRP to a difficult to place youth that need individualized supervision requirements.

Targeted needs:

a) All youth charged with criminal allegations of sexual offense(s) who require individualized supervision plans

b) All youth charged with criminal allegations who cannot be safely maintained in their homes for a variety of reasons

c) All youth with specific needs, i.e. serious emotional disturbances, and suicidal ideation.

d) All developmentally disabled youth

e) All commercially sexually exploited children

7.1.5 **CAPACITY AND AVERAGE LENGTH OF STAY**

The anticipated average daily population shall be determined solely by Marion and is based on Marion's program resources such as bed space, level of staffing and specific youth service needs.

7.1.6 **ADDITIONAL REQUIREMENTS**

7.1.6.1 **General Requirements**

7.1.6.1.1 All services provided must be in compliance with BRS rules. Non-Qualifying BRS youth will qualify for a Medical Card and will receive appropriate medical and treatment services as recommended by medical professionals.

- 7.1.6.1.2 Marion's STRP are subject to any and all current and/or future provisions of ORS Chapter 418.205-325, BRS, Title IV-E Foster Care, and Family First Act of 2018, and will be certified through the Department of Human Services (Child Adult and Families) per OAR 413-215-001 to 0131 and OAR 413-215-0301 to 0396.

7.1.6.2 Residential Care Requirements

- 7.1.6.2.1 Provide a safe residential care facility (i.e. functioning smoke detectors and fire extinguishers, fully stocked and available first aid kit, spills container, and written emergency evacuation procedures), be reasonably clean and meet all applicable residential care codes/regulations.
- 7.1.6.2.2 Have clear, written policies and procedures concerning security and responses to violations that are in effect 24 hours, seven days per week. Youth shall be briefed on these policies and procedures at the time of orientation.
- 7.1.6.2.3 Provide a bed, a clean and comfortable mattress and pillow; a storage compartment or area for storing personal belongings; linens (i.e. sheets, pillowcases, blankets, towels, washcloths); and culturally and gender specific personal hygiene products (i.e. comb, toothbrush, soap, toothpaste, toilet paper and feminine sanitary supplies), when applicable.
- 7.1.6.2.4 Comply with all applicable Criminal Background Check Rules including OAR 407-007-0200 through 407-007-0380 and OAR 943-007-000 through 943-007-0501, which may be revised on occasion.
- 7.1.6.2.5 Pursuant to these rules, all Marion employees, volunteers and/or subcontractors working under this agreement and providing care or having access to clients, client information or client funds are subject to a background check through the Background Check Unit serving the OHA.
- 7.1.6.2.6 Provide Clackamas with a quarterly list of these employees, volunteers and subcontractors, detailing status of employment, contract, and/or volunteer and status of background/fingerprint.
- 7.1.6.2.7 Marion shall notify Clackamas within one (1) business day of learning of any new arrest, convictions or investigations for child protective services for all Marion employees, volunteers and subcontractors who receive background checks from OHA and work with Clackamas youth under this agreement if the new information is reasonably related to care of Clackamas youth.

7.1.7 CARE FOR YOUTH

Some youth will not qualify for a Medical Card, however, in those circumstances, the following describes how this will be managed by Marion:

- 7.1.7.1 Emergency medical care will be received at a hospital emergency room.

7.1.7.2 Routine or regular medical and dental appointments will be provided by the parent or in coordination with Clackamas in advance of the STRP.

7.1.7.3 Scheduling for drug and alcohol and/or mental health assessments will be coordinated and approved in advance by Clackamas and Marion at the expense of the parent or Clackamas.

7.1.8 **TRAINING**

All Marion STRP staff shall comply with the BRS training requirements of an initial 28 hours of training upon initial employment relative to topics outlined in the BRS Oregon Administrative Rules (OAR) and 16 hours annually on the topics outlined in the BRS OAR. Additionally, Marion shall provide and document annual staff participation in cultural, gender identification, and/or sexual orientation training to compliance with BRS training requirements.

7.1.9 **INCIDENT REPORTING**

Marion shall verbally report to Clackamas' Assistant Director or designee, any incident involving Clackamas youth within 24 hours of the incident. Written notification should be provided to Clackamas within 3 business days. For incidents requiring youth to appear in court, written notification should be provided prior to 9am the following business day. Critical incidents, as defined by the BRS OAR, must be reported to Clackamas in the same timelines and same manner as required by the BRS OAR current at the time of the critical incident.

7.1.10 **RUNAWAY NOTIFICATION**

In the event a youth runs from Marion STRP program, staff with knowledge of the run incident will ensure that immediate notification be made to the youth's parent(s), the law enforcement agency who responds to their location, to the Clackamas County Juvenile Assessment and Intake Center and the Clackamas County Assistant Juvenile Department Director or designee. To comply with Title IV-E requirements relative to youth who run away from a short-term residential program this notification must be made without delay.

7.1.11 **PURSUANT TO TITLE IV-E REQUIREMENTS**

Clackamas will generate a Voluntary Placement Agreement with each youth placed in STRP. Marion shall notify Clackamas when the status of each placement changes to ensure accurate utilization dates in the Juvenile Justice Information System (JJIS). New County, State, and/or federal rules regarding Family First or other requirements may be applied to this Agreement without amendment.

7.1.12 **QUALITY ASSURANCE:**

Marion shall have processes and procedures in place for quality assurance of their program. Marion shall be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. Marion will comply with reasonable data collection and reporting requirements established by Clackamas regarding a variety of quality assurance and evaluation processes and consider any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

7.1.13 **QUALITY IMPROVEMENT**

Marion shall actively participate in any and all performance and/or quality improvement initiatives undertaken by Clackamas (e.g., Standardized Program Evaluation Protocol, Crossover Youth Practice Model, etc.). Marion agrees to consider any and all reasonable efforts to adapt and change services as requested by Clackamas, and as a result of the findings of performance and/or quality improvement initiatives. Reasonable changes may be agreed upon in writing by Marion's authorized representative and Clackamas's Contract Administrator.

Clackamas shall tour the Marion County Juvenile Facility on an annual basis through the life of the agreement. Clackamas will review Marion's operations during the tour and provide any recommendations identified during the tour in writing, although Marion County may choose whether or not to implement specific recommendations. The first tour will be scheduled within three months of the fully executed agreement.

7.1.14 **REPORTING**

Marion shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to Clackamas and will be periodically reviewed with Clackamas. Output data may include dosage and frequency of intervention. In addition to any other reports that Clackamas may request, Marion shall submit to Clackamas a Quarterly Report within thirty (30) calendar days following the end of each quarter in which Marion provided Work. The contents and format of this report shall be determined by Clackamas and include information to which Marion has reasonable access. Data in any and all reports requested by Clackamas shall be youth specific. Changes to agreed-upon service or service delivery must be reviewed and approved by Clackamas.

7.1.15 **COMMUNITY SERVICE/RESTITUTION**

Each month, Marion shall send the number of hours worked in community service/restitution earning opportunities for each youth and their corresponding program scores in a format similar to the example referenced in Exhibit B, while youth are participating in the GAP STRP program to Clackamas for calculating financial compensation and tracking community service hours.

7.2 UNDER THE TERMS OF THIS AGREEMENT, CLACKAMAS SHALL:

- 7.2.1 Provide all transportation for Clackamas youth other than for emergent medical & psychiatric needs.
- 7.2.2 Complete all educational enrollments.
- 7.2.3 Be solely responsible for financial compensation to Clackamas youth that have participated in community service/restitution earning opportunities while in STRP at Marion.
- 7.2.4 Generate a Voluntary Placement Agreement with each youth placed in STRP.
- 7.2.5 Establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals.
- 7.2.6 A Quarterly/Semi Annual review will be conducted by Clackamas supervisor(s).
- 7.2.7 Notwithstanding Section 13, Clackamas agrees to indemnify, save harmless and defend Marion, its officers, elected officials, agents and employees from and against all medical expenses for Clackamas youth unless a medical expense is directly and primarily caused by willful misconduct of Marion.

8. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

9. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given to Marion or Clackamas under this Agreement shall be sufficient if given, in writing, by first class mail, in person or email as follows:

For Clackamas:
Alice Perry, Interim Juvenile Department
Director
Juvenile Department
2121 Kaen Rd,
Oregon City, OR 97045
aperry@clackamas.us

For Marion:
Troy Gregg, Director
Juvenile Department
2960 Center St NE
Salem, OR 97301
tgregg@co.marion.or.us

13. INDEMNIFICATION

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

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

14. DEBT LIMITATION

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

15. ATTORNEYS FEES

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

16. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

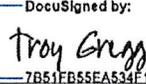
In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

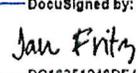
**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

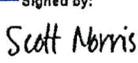
 2/4/2026
Chair Date

 2.4.2024
Commissioner Date

 2/4/2024
Commissioner Date

Authorized Signature:  1/15/2026
7B51FB55EA534E1...
Department Director or designee Date

Authorized Signature:  1/20/2026
DC16351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  1/15/2026
60C98A6F708240B...
Marion County Legal Counsel Date

Reviewed by Signature:  1/14/2026
C5F72231E6F54E3...
Marion County Contracts & Procurement Date

CLACKAMAS COUNTY, OR

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT A
Guaranteed Attendance Program (GAP)
Referral Acceptance Criteria

A youth may not be placed on the GAP waiting list unless they have current presenting needs as determined by the OHA and meet the general standards below. Any exception to this must have approval of both the GAP supervisor and Probation supervisor.

Juveniles who have previously been in GAP must be staffed with the Program Supervisor prior to the referral being sent.

General Standards:

- A. Youth must be on probation or pending adjudication. The youth should be between the ages of 12 and 17. Youth that turn 18 while in GAP will need to be approved to continue on in the program by the program supervisor.
- B. The youth, parent/guardian, Probation Officer, and program representative must all agree to engage and support the youth and program while youth is placed in GAP.
- C. Youth should have a presenting need such as not following rules at home; not following conditions of probation; not attending school; not attending services provided by community partners; and in need of structure or skill building.
- D. Youth who are referred to the program should be able to demonstrate the ability to self-regulate their emotions in a social setting such as GAP with limited guidance from staff so as not to negatively impact the program.
- E. Youth who present behaviors such as aggression towards: Adults; peers; or service providers will be screened to assess risk before being accepted to the program. The GAP supervisor has the authority to refuse any youth who presents a safety risk to themselves or other youth in the program.
- F. Once a youth enters the program, they are expected to follow all program rules and expectations. These expectations include attending all groups; communicating respectfully with staff and other youth; attending to daily social living tasks; attempting to utilize skills learned in the program to problem solve with staff; and advancing through GAP's behavioral level system.

EXHIBIT B

Community Service Hours and Scoring Example

(EXAMPLE)

Alternative Programs Pay Report
01/20/2025 To 11/20/2025

Printed Date: 11/20/2025 1:04:01 PM

Youth Name
23-0271

	Day	Service	Srv #	Crew	Att.	Hr Paid	Day Ave	Rate	Pay Amt
09/01/2025	Mon	CLACK	1	MIS	P	7.50	4.33		
09/02/2025	Tue	CLACK	1	MIS	P	7.50	3.17		
09/03/2025	Wed	CLACK	1	MIS	P	7.50	4.67		
09/04/2025	Thu	CLACK	1						
09/05/2025	Fri	CLACK	1						
09/08/2025	Mon	CLACK	1	MIS	P	6.00	4.00		
09/09/2025	Tue	CLACK	1	MIS	P	5.50	2.00		
09/10/2025	Wed	CLACK	1	MIS	P	7.00	4.50		
09/11/2025	Thu	CLACK	1	MIS	P	7.50	5.00		
09/12/2025	Fri	CLACK	1	MIS	P	6.25	4.17		
10/15/2025	Wed	CLACK	1	MIS	P	7.50	4.17		
10/16/2025	Thu	CLACK	1	MIS	P	6.50	5.00		
10/17/2025	Fri	CLACK	1	MIS	P	5.50	4.33		

Total Adjustments =

Total Hours Worked = 74.25

Total Earnings =

Replacement Equipment	Totals
-----------------------	--------

Total Earned
Adjustments
Rental Bill
Replacement Bill

0.00

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: January 7, 2026

TO: COUNTY COUNSEL
ATTORNEY: Jeff Munns

FROM: Tiffany West

EXTENSION: 3162

DEPARTMENT/DIVISION: Juvenile

BILL TO: Juvenile

(Department/Division to be billed)

TYPE OF DOCUMENT: IGA

NAME OF DOCUMENT: Intergovernmental Agreement between Marion County and Clackamas County for Marion County to provide short term residential placement for youth involved in the Clackamas County Juvenile Department.

REQUESTED RETURN DATE: As soon as reasonably possible.

APPROVED AS TO FORM:

County Counsel:  Date: 1/12/2026

Counsel Comments:

This looks good. It wasn't sent in redline so I compared it to the last draft that I had reviewed. The new version doesn't include the "Responsive Services" paragraph. The "Hold Harmless" paragraph was removed and replaced with the mutual indemnification paragraph we suggested, along with debt limitation and a "no attorneys fees" paragraph. both their new version and the last draft I reviewed are attached.