



CLACKAMAS COUNTY
SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

10/02/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the Oregon Department of Corrections for substance abuse program supplemental funding. Agreement Value is \$960,097 for 2 years. Funding is through the Oregon Department of Corrections. No County General Funds involved.

Previous Board Action/Review	Prior agreement signed 5/16/24. 20240516 I.A.2.		
Performance Clackamas	Safe, Secure and Livable Communities		
Counsel Review	Yes	Procurement Review	No
Contact Person	Chris Chandler	Contact Phone	503-655-8725

EXECUTIVE SUMMARY: This IGA is required for any County receiving Parole & Probation funds. Approval of this IGA allows for continuation of funding of the current CCSO's Substance Abuse Programs through Measure 57 supplemental funds.

RECOMMENDATION: Staff recommends approval of this IGA and subsequently, the FY25-27 CCSO Biennial Plan regarding Community Corrections Act funding between CCSO and the DOC.

Respectfully submitted,

Sheriff Angela Brandenburg

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INTERGOVERNMENTAL AGREEMENT #6926
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY

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

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

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

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

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

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

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

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

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

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, 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, 2025** and will remain in effect until **June 30, 2027** 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, 2026.
- 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 \$960,097.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

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

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

X INDEMNIFICATION. See Exhibit B, 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: Chris Chandler, Director
Clackamas County Community Corrections
1024 Main Street
Oregon City, OR 97045
Telephone: 503-655-8603
Fax: 503-650-8942
Email: cchandler@clackamas.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

CLACKAMAS COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/_____
Assistant Attorney General

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

**EXHIBIT B
INDEMNIFICATION
CLACKAMAS COUNTY**

Contribution

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

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

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

Alternative Dispute Resolution

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

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

MEASURE 57 SUPPLEMENTAL FUNDS COVER PAGE

COUNTY NAME: Clackamas County

CONTACT NAME: Chris Chandler, Clackamas County Sheriff's Office Parole and Probation Division
Captain/Director

CONTACT ADDRESS: 1024 Main St., Oregon City, OR 97045

TELEPHONE NUMBER: 503-655-8702

E-MAIL ADDRESS: cchandleer@clackamas.us



Local Public Safety Coordinating Council
Sheriff Angela Brandenburg, Chair
Captain Chris Chandler, Vice-Chair

Oregon Department of Corrections
Community Corrections Division
3723 Fairview Industrial Drive SE, STE200
Salem, OR 97310

Community Corrections Commission Members:

The Clackamas County Local Public Safety Coordinating Council is pleased to support the Clackamas County Sheriff's Office application for supplemental funds for drug addicted persons. The application was reviewed and unanimously approved by members on September 18, 2025.

Sincerely,

Sheriff Angela Brandenburg
Chair, Clackamas County Local Public Safety Coordinating Council

2025-2027 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	23-25 M57 Supplemental Funds Carryover	25-27 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs					
Salaries and wages					
1 FTE - Community Corrections Officer 2 -					
1 FTE Community Corrections Counselor		\$861,210.12	\$4,016,474.86	\$2,963,738.52	\$7,841,423.50
1 FTE Human Services Assistant					
Payroll taxes and benefits					
B. Materials and Services					
Vehicles & Fuel					
Residential Expenses:					
Room & Board					
Janitorial/Laundry					
Client Support Services					
Building Maintenance					
UA kits/labwork					
Books					
Office Supplies					
Allocated Costs					
		\$98,886.88	\$2,450,493.04	\$1,017,861.96	\$3,567,241.88
C. Treatment Provider and/or Contracted Professional Services					
A&D Special Services:					
5.0 MH Specialists					
160 hours/wk consultation					
Group Treatment Nurse/medical services					
Psych/med reviews MAT					
D. Sanction Costs (by type)					
E. Capital Outlay and Start- Up Costs					
Total		\$960,097.00	\$6,466,967.90	\$3,981,600.48	\$11,408,665.39

Program Description

Participant population to be served: M57 funds are requested by the Clackamas County Sheriff's Office (CCSO) to continue supporting and enhancing the Clackamas Substance Abuse Program (CSAP), which serves medium to high risk justice-involved men and women who meet criteria for substance use disorder. Over the past year, 19% of CSAP clients were Drug Court participants and 64% of all clients were downward departure probation cases and. 100% of Measure 57 funds received by CCSO are allocated to CSAP.

Program design, duration, and intensity:

CSAP provides residential treatment for both men and women, however, each gender is provided their own living and treatment space. This allows for gender responsive treatment and services to be provided for participants. All CSAP staff are trained in trauma informed care and cultural responsiveness is considered in the development of inclusive group norms, staff interactions, and the delivery of CSAP curriculum.

While several approaches are used to address the criminal thought process, "Criminal Conduct & Substance Abuse Treatment" by Doctors Harvey Milkman & Kenneth Wanberg is the core curriculum and provides the foundation for CSAP's interventions. Individual counseling and therapy are provided, but the majority of interventions and work for participants is done in group settings, with an average of 32 hours of structured time provided each week.

CSAP consists of 4 distinct phases that align with the stages of change individuals tend to be in as they enter and progress through the program. The first 2 phases, known as Challenge to Change, and Commitment to Change, include interventions designed to address participants' belief structure that has led them to their criminality and substance abuse. At phase 3, known as Ownership of Change, individuals begin to make their transition back into the community. At this time, clients begin working for employers in the community and/or attend school, and attend community support meetings, all while continuing to build addiction recovery skills and relapse prevention planning in preparation for the 4th and final phase, known as Continuing Care / Action of Change, or aftercare.

On average, participants spend approximately 45 weeks in-house before transitioning back into the community. In phase 4, clients transition to living in recovery housing but return to the program to continue attending groups. During all phases, clients participate in random urine drug screens and are held accountable to their results.

The CSAP program is unique as clients transition through the program at their own pace and must demonstrate they are able to put into practice the skills being taught at CSAP. Participants must spend a minimum of 6 months in aftercare before they are eligible to graduate. While in aftercare clients are still attending groups and meeting with therapist for one-on-one counseling. Moreover, clients are frequently tested to ensure they are maintaining sobriety while in the community. Additionally, there is an alumni group, where clients continue to connect with peers and staff. This allows clients to continue to receive support even after they have graduated from the program.

Sanctions / Rewards: There are a wide array of both sanctions and rewards which can be used at CSAP. Sanctions include verbal and written warnings. Incident reports can be written on a client which usually include more severe consequences such as sanction time around the facility or community service on the work crew. In extreme cases a short jail sanction or termination from the program are used as a last resort. However, CSAP strives to use cognitive-behavioral interventions whenever possible. For example, it is not uncommon for a client to receive additional treatment work because of behavior. This work is individualized and aimed at addressing specific thinking errors, or core values and beliefs of the client, which are not aligned with social norms. Once the client completes the additional treatment work it is reviewed with either a clinician or a corrections counselor. After reviewing the work, the therapist / counselor can develop a plan to help support the client in addressing these issues as the client continues to progress in the program.

At times, when a client's behavior is more serious, the client may be moved to a previous phase of the program. While this is a consequence, it is not meant to be punitive, rather to address things which the client may have not fully grasped before moving to the next phase. The goal in moving a client back is to ensure that they have all the tools they need to be successful as they move through the program and eventually back to the community.

There are also several different incentives and rewards offered for CSAP participants through a contingency management program. Client earns "red tickets" to use as a currency in a store operated by CSAP. In the past these tickets were earned by completing extra chores, helping in the kitchen etc. However, we have recently revamped this program. It is now all based on progress in treatment. For example, if a client phases up they are awarded tickets. Other things include

completing steps in Moral Reconciliation Therapy (MRT), following through with the steps of their behavioral change plans, treatment assignments and completing treatment goals. This shift has allowed clients to earn reinforcers by completing work that will be beneficial to their long-term change process.

The program offers additional reinforcers of behavior, such as outside activities organized by staff. These can include fishing trips, beach trips, golfing, going to see holiday lights, attending sporting events and attending culture-specific events. Clients must be taking steps to complete their treatment objectives, even if they are just beginning treatment. Clients are also allowed to go on social passes with family and friends after they have moved to phase two and are maintaining good standing. These passes can be removed if the client receives certain program violations.

Collaborations: CSAP has been in operation for over 25 years, working closely with the Clackamas County District Attorney's Office, the Clackamas Indigent Defense Corporation (Public Defenders) and the Circuit Court to identify individuals who meet criteria for CSAP, providing an alternative to incarceration and reducing prison usage.

As CSAP is part of CCSO, there is a strong working relationship with the Clackamas County Jail. CSAP staff are running pretreatment groups within the jail for both male and female Adults in Custody (AIC). These groups begin to show AIC that there is a different way to think. AIC begin to identify their criminal thinking and how this thinking impacts their behavior. Moreover, these pre-treatment groups have served as a gateway to have individuals enter the CSAP program. When there is a question how one might do in CSAP and they have been screened for CSAP, they can be moved in to pre-treatment groups. This allows CSAP staff to work with AIC and get a better sense how they will meet the expectations of CSAP.

There is also a relationship with the medical staff of the jail. This ensures a smoother process for those transferring from jail to CSAP. AIC are released with their needed medications, and community health has already connected with the individual to assure continuity of care once released.

CSAP also partners with community-based organizations in the area, including Bridges to Change, Mental Health and Addiction Association of Oregon, and 4D Recovery who provide a continuum of recovery support including housing, mentoring, community support groups, and transportation. CSAP has expanded collaboration with Clackamas County Health Centers, who provide 5 licensed clinicians to deliver services within the program. Health Centers also send a therapist to CSAP 1 day per week where they meet with clients in treatment to discuss Medication Assisted Treatment (MAT) and any other medical or dental needs. CSAP staff consult with Health Center representatives and the office of the Clackamas County Medical Director for assistance in navigating issues relating to MAT, other forms of health care, and accessibility issues.

HB 4002 impacts: CSAP has not experienced significant changes relating to HB 4002 thus far. CSAP has a great working relationship with our jail medical staff and clients enter the program either with actual medication or a prescription to have their medication filled. While at CSAP, clients are able to attend medical appointments with their own medical providers and/or can use Clackamas County Health Centers. Health Center staff coordinate services well with CSAP and assist with medication management.

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: ☒ Direct Appropriation (no application)
☐ Subrecipient Award ☐ Direct Award

Award Renewal? ☒ Yes ☐ No

Lead Fund # and Department:	100-21
Name of Funding Opportunity:	Oregon Department of Corrections - Measure 57

Funding Source: ☐ Federal – Direct ☐ Federal – Pass through ☒ State ☐ Local

Requestor Information: (Name of staff initiating form)	Chynna Sing
Requestor Contact Information:	csing@clackamas.us or 503-201-7386
Department Fiscal Representative:	Chynna Sing
Program Name & Prior Project #: (please specify)	M57 7-1-25 to 6-30-27 - Prior Project #:210324201

Brief Description of Project:

State of Oregon Department of Corrections provides funding to Parole and Probation on a biennial basis based on an allocated formula under Measure 57. This funding is governed by ORS 423.475 to 423.565.

Name of Funding Agency: Oregon Department of Corrections

Notification of Funding Opportunity Web Address:

OR

Application Packet Attached: ☐ Yes ☒ No

Completed By: Chynna Sing

Date: 9/16/2025

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

☐ Competitive Application ☐ Non-Competing Application ☐ Other

Assistance Listing Number (ALN), if applicable:		Funding Agency Award Notification Date:	
Announcement Date:		Announcement/Opportunity #:	
Grant Category/Title		Funding Amount Requested:	\$960,097 over the two year period.
Allows Indirect/Rate:		Match Requirement:	No
Application Deadline:		Total Project Cost:	\$18,490,370 P&P Budget for FY25-26
Award Start Date:	7/1/2025	Other Deadlines and Description:	
Award End Date	6/30/2027		
Completed By:	Chynna Sing	Program Income Requirements:	
Pre-Application Meeting Schedule:			

Additional funding sources available to fund this program? Please describe:

General Fund support and other grants will offset the costs of operating Parole and Probation.

How much General Fund will be used to cover costs in this program, including indirect expenses?

For FY 25-26 the total budgeted cost of Parole and Probation is \$18,490,370. Of which \$6,423,707 will be supported by general fund. Grant in Aid will cover \$9,300,045 for FY 25/26. The remaining \$2,766,618 will be covered through other revenue sources. M57 makes up \$480,048.50 of "other revenue sources" for FY25/26.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

Restricted fund balance will be used, but unsure of available amount as the fiscal year has not been closed out yet.

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. Who, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Other information necessary to understand this award, if any.

Program Approval:


Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR**		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN		

Section IV: Approvals


DIVISION DIRECTOR (or designee, if applicable)

		
_____ Name (Typed/Printed)	_____ Date	_____ Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

	09/22/2025	
_____ Name (Typed/Printed)	_____ Date	_____ Signature

FINANCE ADMINISTRATION

Ethel Gallares	09/22/2025	
_____ Name (Typed/Printed)	_____ Date	_____ Signature

EOC COMMAND APPROVAL **(WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)**

_____ Name (Typed/Printed)	_____ Date	_____ Signature
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Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
_____ Name (Typed/Printed)	_____ Date	_____ Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and
Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.