

INTERGOVERNMENTAL AGREEMENT #5447  
BETWEEN THE STATE OF OREGON AND YAMHILL 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 Yamhill 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.
- 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. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County 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 offenders 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 of conditions of the Plan.
- H. Participant: An offender, 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; or the Duration of the Agreement.
- J. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Informations 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, 2017** and will remain in effect until **June 30, 2019** 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: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. 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 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.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
  8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence 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.
  9. Co-ed treatment shall be avoided if possible.
  10. 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.
  11. 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 County Corrections 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**

- 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 offenders.
- 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 County Corrections 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, 2018.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining after the budget year or expiration 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.E, will be deducted by DEPARTMENT from payment 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 County Corrections Intervention Grant payable to COUNTY under this Agreement is \$253,704. 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 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.

## **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, but 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 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 ODOC at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Jessica Beach, Director  
Yamhill County Department of Community Justice  
615 E Sixth Street  
McMinnville, OR 97128  
Telephone: 503-434-4942  
Fax: 503-472-5216  
Email: beachj@co.yamhill.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**

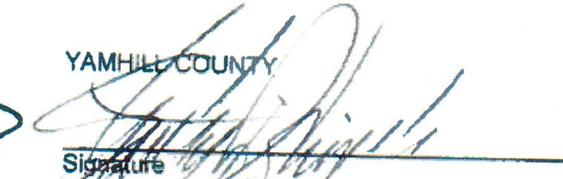
This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations,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

STATE OF OREGON  
DEPT. OF CORRECTIONS

  
Jeremiah Stromberg, Assistant Director

12/20/17  
Date

YAMHILL COUNTY

  
Signature

Chair, Board of Commissioners 9-7-17  
Title Date

Approved for Legal Sufficiency  
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 6/2/17  
Assistant Attorney General

Accepted by Yamhill County  
Board of Commissioners on  
9-7-17 by Board Order  
# 17-355

**EXHIBIT A**  
**COUNTY INTERVENTION PLAN AND BUDGET SUMMARY**  
**YAMHILL COUNTY**  
**2017-19 M57 Supplemental Funds**  
**Intervention Program Budget Summary**

Program Expenses (please be detailed)	15-17 M57 Supplemental Funds Carryover	17-19 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
<b>A. Supervision Related Personnel Costs</b>					
Salaries and wages (include position FTE and type)					
1.0 FTE Probation Officer Extra Help-Intern	16,908.00	97,732.00 25,688.00			114,640.00 25,688.00
Payroll taxes and benefits					
1.0 FTE Probation Officer Extra Help-Intern	12,244.11	70,033.89 1,800.11			82,278.00 1,800.11
<b>B. Materials and Services</b>					
Treatment Services		33,000.00			33,000.00
Subsidy Housing		25,450.00			25,450.00
<b>C. Treatment Provider and/or Contracted Professional Services</b>					
<b>D. Sanction Costs (by type)</b>					
<b>E. Capital Outlay and Start- Up Costs</b>					
<b>Total</b>	29,152.11	253,704.00			282,856.11

Exhibit "A"  
17-355

**EXHIBIT B  
INDEMNIFICATION  
YAMHILL 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 Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency 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.

## **Description of Services (Revised August 2017)**

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

Yamhill County Department of Community Justice (YCDCJ) understands the importance of swift and certain consequences, as well as regularly assessing offender needs in order to make effective interventions. This is especially true when addressing a criminal and high risk offender population. In addition, YCDCJ recognizes that without community-based treatment services and the appropriate level of supervision, we cannot effectively achieve our mission to uphold community safety and promote offender behavior change. Therefore, the following proposal for supervision, treatment, and immediate sanctions outlines a collaborative approach to target motivation, and other responsivity issues, as necessary in order to produce successful outcomes.

YCDCJ will work in partnership with Yamhill County Health & Human Services (YCCD) to provide:

- Intensive supervision with cognitive and motivational interventions for medium/high risk offenders (all measure 57 offenses, including felony predicate offenses)
- If, and when, we reach capacity, all individuals will be prioritized by highest risk to re-offend
- Levels of Service Case Management Inventory (LS/CMI) or Women's Risk/Needs Assessment (WRNA) risk assessment and case planning pre-release from jail in the form of a reach-in conducted by Parole and Probation Officer (PPO)
- Case plan addresses criminogenic needs, stage of change, goals and behavior change plans, responsivity issues, risk, and offender strengths
- University of Rhode Island Change Assessment (URICA) stage of change assessment administered upon intake into community supervision
- Texas Christian University (TCU) level of addiction severity screening tool will be utilized to identify alcohol and drug issues
- Based on risk assessment, criminogenic needs, stage of change assessment, and severity of addiction, PPO will refer to specialized program options
- Program options include: motivation to change programs, outpatient alcohol and drug treatment services, outpatient mental health services, and intensive supervision with skill building/cognitive restructuring tools such as Carey Guides.

- Carey Guides will target the highest areas of criminogenic need as identified in the LS/CMI or WRNA and will enhance alternative sanction options available to the PPO.
- Sanctions will be imposed in accordance with the Oregon Administrative Structured Sanctions Guidelines Grid.
- Quick and appropriate intermediate sanctions & interventions will include: programs, additional journal assignments, cognitive behavioral interventions and skill building, electronic monitoring, community service, work crew, curfew, and jail.
- Incentives will be clearly identified and used to reinforce desired prosocial behaviors at a recommended ratio of 7:1.
- Treatment groups will be organized by gender when clinically indicated.
- Data will be collected via CIS and participants will sign a consent allowing data to be shared.

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

YCDCJ will be utilizing several treatment options depending on the offenders' criminogenic and clinical needs. When possible, eligible offenders will be identified while still in custody to allow for a reach-in by DCJ staff. The purpose of this "re-entry" meeting will be to administer establish a community transition plan, provide community resource information, and assist in facilitating a smooth transition from incarceration to community living. In addition, these meetings will serve as a platform to build motivation, engage with the offender, develop rapport, and select mutual goals for supervision and treatment. Jail services will also be offered if the offender is serving a long sentence (30+ days). Jail services may include Carey Guides, motivational/cognitive restructuring classes, and/or passes for community-based treatment at YCCD. If the offender has identified mental health needs, a screening will be done by the jail mental health social worker. Any eligible offenders with high mental health treatment needs will be able to continue with outpatient psychiatric services at the same time they received alcohol and drug and motivational services.

The current Yamhill County motivational/cognitive restructuring program track is designed to provide gender-specific and trauma informed services to the medium/high risk population both in and out of custody to ease in providing a consistent continuum of services. In summary, the overall spectrum of services will include:

- Reach-in services to determine offender needs prior to release in both jail and prison
- URICA motivational assessment to determine stage of change and, if indicated, further ASAM evaluation to determine level of care needed
- Emphasis will be on smooth transitions from jail and prison to the community and between program areas, including a re-entry plan to be completed with the offender and DCJ staff.
- Jail-based services, such as motivational and cognitive restructuring classes, may be offered to increase level of motivation and provide a continuum of services.
- Re-entry plan will include: structure, support persons, resources, housing, employment, and treatment activities including relapse prevention strategies
- Referral to treatment services based upon stage of change and ASAM PPC 2 placement criteria (description to follow below):
  - Level I outpatient services
  - Level II intensive outpatient services
  - Level III or above residential or medical detoxification services
  - Motivation to Change Program (MCP)
  - Drug Court Program (often determined by sentencing Judge)
  - Day Management Center (DMC)

*It should be noted that while there is a full spectrum of services available to each offender based on risk, need and responsivity issues, YCDCJ will primarily fund the intensive supervision, reach-in and transition, MCP and DMC program areas with these supplemental funds. Offenders who enter into Level I or Level II outpatient care and/or the Drug Court program will be funded through existing resources.*

- Intake & orientation forms will be completed for all programs to include: program description, criteria for successful completion, expectations, and rules for participation

### **Yamhill County Chemical Dependency**

All services provided by YCCD will be targeted in dosage, duration, and intensity to address level of risk and clinical need. YCCD is a state licensed program and offers a spectrum of services, delivered by senior staff who specialize in treating criminal offenders. Services are available 6 days a week, from early in the morning to late in the evening, and can be structured around the offender's schedule in case they are employed during the day. Many groups are gender specific. Bilingual and bicultural staff are available to serve Spanish speaking populations. YCCD

also partners with Yamhill County Mental Health (YCMH) to address co-occurring disorders if clinically necessary. The intensive outpatient program provides intensive outpatient services to a difficult client population. YCDCJ is hopeful about this program's ability to positively impact the motivated chemically dependent medium or high risk offender. Program staff understand the importance of role playing with increased difficulty and targeting associates in order to change criminal behavior. All service delivery is grounded in cognitive behavioral interventions and social learning theory; staff routinely model respect, responsibility, and values-driven decision making when they interact with offenders.

The intensive outpatient program also utilizes a standard system for client incentives. Research has demonstrated that the effective use of client incentives can increase treatment engagement, retention, and drug-free results in abstinence monitoring during treatment. Further, duration of abstinence during treatment is a powerful predictor of abstinence one year after discharge from treatment. Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines allow use of (non-cash only) client incentives to: (1) get individuals into the program; (2) retain individuals in the program and encourage them to meet treatment benchmarks; and (3) encourage individuals to return for follow-up evaluation and data collection.

### **Motivation to Change Program (MCP)**

The mission of MCP is to target individuals who are high risk for re-offense as determined by the LS/CMI or WRNA risk assessments, utilizing evidence-based, gender specific and trauma informed services. In addition, these offenders may have high need for substance abuse treatment, but may not be internally motivated at the time of referral. These services include the administration of the URICA at targeted intervals, such as following completion of an initial Motivation Group, phases of Moral Reconciliation Therapy (MRT), skill building groups and/or Moving On.

Emerging research confirms criminogenic risk factors are very different for male and female offenders. Therefore in addition to implementing the Women's Risk/Needs Assessment (WRNA), DCJ has developed a program track that is gender specific. For female offenders, this includes an initial Motivation Group, followed by the Moving On course: a gender-specific program addressing many risk factors that can lead to a woman's criminal behavior. Moving On content focuses on: encouraging personal responsibility and enhancing motivation for change; expanding connections and building healthy relationships; skill enhancement, development and maintenance; and relaxation and stress management skills.

For male offenders, MCP entails completion of an initial Motivation Group, followed by a combination of Moral Reconciliation Therapy (MRT) and targeted skill

building groups to enhance skills in areas such as: problem solving; expressing wants and needs; negotiating; my family; apologizing; and knowing your feelings. MRT is an evidence-based, cognitive-behavioral program for substance abusers and those high in criminality. It is proven to lower recidivism rates in the offender population.

At any time in the MCP continuum, the facilitator can route the offender directly into chemical dependency treatment services at YCCD based on motivation. At minimal, motivation is re-assessed via the URICA at program inception, following completion of the motivational class, and then again following completion of MRT or Moving On.

In addition, the MCP program is developing a system of graduated incentives to reinforce prosocial behavior. Currently supervision fee waivers are utilized for program participation, completion of phases and at facilitator discretion for prosocial conduct.

MCP targets motivation as a key determinant to achieving successful outcomes. Groups match dosage to supervision level (ie: medium risk 200 hours, high risk 300 hours), open, and aimed at one primary population: our highest risk, pre-contemplative group of offenders who are routinely system-involved, but in need of an effective alcohol and drug and cognitive intervention. Some of these individuals have sustained periods of abstinence and/or have even completed multiple treatment episodes and, while not formally entering treatment at this time, they benefit from increased structure, accountability, peer support, and strengthening motivation for change. All offenders are subject to random to random urinalysis.

Regular case staffing include MCP staff and PPO of record to address client progress. MCP staff communicate in writing to PO staff progress by way of regular risk prevention plans and frequent email exchange.

### **Day Management Center (flowchart attached)**

All services are located at the Day Management Center (DMC). Some persons are involved with the structured job search or educational components of the DMC while others only attend the MCP program.

The Day Management Center serves as a hub of support services to clients under the supervision of Yamhill County Department of Community Justice. DMC focuses services on medium and high risk clients for the purpose of obtaining employment with education or intensive supervision tracks also available (see DMC Program flowchart). The Probation Officer making the referral works with the DMC Coordinator to determine the most appropriate track.

## **READY TO WORK:**

Ready to Work (RTW), is an ongoing job development program created to assist probation clients in developing the tools necessary to be successful in finding employment. The RTW program includes a comprehensive intake interview, career identification and goal setting, career development workshops, and educational opportunities.

RTW consists of a three Tier System. In each of the Tiers, clients will participate in the program up to five days per week.

- ***TIER 1(T1): Intake & Assessment***

In Tier 1, clients report to the Day Management Center (DMC) for a comprehensive intake interview at which time the Coordinator obtains background information related to employment, skills, and other pertinent information. The client and Coordinator review the program requirements and set individual goals with action steps. In T1, clients are referred to meet on-site with Goodwill Industries to develop a resume and obtain additional resources available via Goodwill. Clients are registered on-site with the Imatch employment program through Worksource Oregon (Oregon Employment Department) and receive a referral to local temp agencies. Clients establish a reporting schedule (between 9am-12pm on days determined by the Coordinator up to 5 days per week). In T1, the client is being observed on punctuality, communication, time management, and following directions.

Upon completion of the above components of T1, the DMC Coordinator administers a performance evaluation to see if the client is in compliance. The DMC Coordinator may promote the client to Tier 2 upon verification of compliance.

- ***TIER 2(T2): Skill Building & Job Search***

In T2, clients focus on job search, accountability, and skill building. The DMC Coordinator works with the client to enhance their employability which can include work with interview skills (mock interviewing), role playing how to answer questions about a criminal record, hygiene/presentation, and application techniques. In addition, the Coordinator may refer a client to outside agencies for specific workshops such as Worksource Oregon, Goodwill Industries and Hope on the Hill to name just a few. In T2, the Coordinator also begins working with the client on money management and budgeting skills, developing a budget which can be modified throughout their time at DMC and beyond.

Job search is required with a minimum of three new applications per day. Clients are required to document their employment contacts for accountability

purposes and provide such documentation to the Coordinator on their scheduled reporting days.

The goal of T2 is to secure employment. Once a client has obtained employment, the Coordinator evaluates the client for promotion to Tier 3.

- ***TIER 3(T3): Job Success***

Once a client obtains employment, they are promoted to T3. In T3, the focus is on the transitional period of working full time, while managing life outside of work, and touch on issues that may arise on the job. A strong focus of T3 is money management/budgeting wherein the Coordinator revisits the previously outlined budget from T2 to assist the client with managing paychecks appropriately.

The client reports weekly (at minimum) by phone to the DMC Coordinator for 45 days, with a minimum of one face-to-face contact. If the client continues to be employed after 45 days, the DMC Coordinator may graduate the client from the RTW program.

**Graduation:** Upon successful completion of T3, the client participates in a graduation ceremony with other RTW clients in various stages of the program.

**EDUCATION TRACK:**

The Education Track through DMC is based on the RTW referral process, however, focuses on the Coordinator connecting the client with local resources in order to pursue a GED, vocational schooling, or other educational opportunities. Clients in the Education Track are assessed, set goals and develop an individualized plan with the Coordinator for their time at DMC. Clients on the Education Track are constantly re-assessed and can move to the Employment track, or participate in a combination of both tracks at the discretion of the Coordinator.

**INTENSIVE SUPERVISION TRACK:**

The Intensive Supervision Track is based on the RTW referral process, however, targets specifically the high risk and unmotivated client who needs additional structure and Community Justice involvement. A focus of this track is on motivation for change and is often in conjunction with a PO referral to the motivational/cognitive restructuring program track (see flowchart). Clients in the Intensive Supervision track are constantly re-assessed by the Coordinator and can move to the Education or Employment tracks at any time, or participate in a combination of both at the discretion of the Coordinator.

**EMPLOYMENT READINESS COURSE:**

In March of 2017, DMC completed the first round of an exciting new curriculum offered exclusively to RTW clients: "Cognitive Behavioral Interventions for Offenders Seeking Employment." This 31-session course was designed by the

University of Cincinnati and is designed for criminal and justice involved individuals who are moderate to high need in the area of employment (LSCMI/WRNA). The curriculum integrates cognitive-behavioral interventions with more traditional employment approaches. The program teaches individuals how to identify and manage high risk situations related to obtaining and maintaining employment. Heavy emphasis is placed on skill building activities to assist with cognitive, social, emotional and coping skill development for the work environment. Using a modified closed group format with multiple entry points, the curriculum is designed to allow for flexibility across various service settings and intervention lengths.

The course has incorporated an incentives/rewards system for participation, attendance and completion. The next course is slated to commence in October 2017 and will again focus on those RTW clients with medium/high risk in the employment domain (LSCMI/WRNA).

**Mentorship Opportunities:** For specific graduates of RTW, and as recommended by the DMC Coordinator, clients may participate in some mentorship opportunities such as involvement with the Coordinator in the initial intake to demonstrate a real-life example of how the program may be effective and to provide some suggestions/guidance to a new client.

**Job Coaching:** In addition to the mock interviews, resume building, skill practice and more, the program facilitator works individually with many RTW clients out in the community to observe their interactions in applying for jobs with feedback and coaching provided.

**RTW Attendance Policy:** It is the policy of the RTW program that a client may not miss more than two consecutive days in any given week. If a client needs to be excused, they must notify the RTW Coordinator in advance to be excused. If a client is ill more than 3 consecutive days, they must provide a doctor's note to the RTW Coordinator to be reinstated to the program.

**RTW Dress & Hygiene:** Clients participating in the RTW program are required to dress in business casual clothing and present in a well-groomed manner. Hats, torn jeans, baggy clothing, inappropriate t-shirts, etc. are not acceptable attire. Clients may be turned away from the RTW Program for wearing inappropriate clothing. If this happens, it will be considered an unexcused absence.

**Behavior Response:** DMC utilizes a behavior response process to reward positive/pro-social behaviors and correct negative/anti-social behaviors (see DMC behavior response grid). DMC utilizes tangible rewards such as the fish-bowl method, fee waivers, vouchers, among many others. Behavior correction is also a core principle and is accomplished through motivational interviewing techniques and other evidence based case management strategies.

**Resources & Partnerships:** DMC works in partnership with countless agencies in Yamhill County. Partnerships exist with Goodwill Industries, Oregon Employment Department, Chemeketa Community College, Express Personnel, Hope on the Hill and many more.

Resources available for clients at DMC may include (at the Coordinator discretion): clothing, transportation, assistance in obtaining identification, access to computers/printers, resume building, interview skills (and other skill building), and emotional support.

### **Subsidy Housing/Materials & Services**

DCJ recognizes lack of clean/sober housing is a barrier to success for many substance-addicted, mentally ill offenders. As such, the department will dedicate funding for this population to provide initial housing following release from custody with a local recovery organization. This will further enhance wrap-around services in the community, accountability and support with the goal of transitioning the offender into more permanent and stable housing and lowering recidivism.

### **3. Describe any collaborations in your approach, including local criminal justice system and local service providers.**

Yamhill County is fortunate to have an excellent team of stakeholders who regularly collaborate on community justice issues. There is a weekly meeting focused on solving operations issues, as well as designing policy. It is called the "Treatment and Supervision Committee" and it includes:

John L. Collins, Circuit Court Judge  
Silas Halloan-Steiner, Health and Human Services Director  
Marie McDaniel-Bellisario, Mental Health and Chemical Dependency Manager  
Kevin Stephens, Chemical Dependency Manager  
Jessica Beach, YCDCJ Director  
Larry Evenson, YCDCJ Manager  
Brian Rucker, YCDCJ Manager  
Dana Carelle, YCDCJ Juvenile Services Manager  
Brad Berry, District Attorney  
Captain Jason Mosiman, YCSO-Jail

In addition, this same stakeholder group meets monthly at the Evidenced Based Decision Making Initiative Policy Team Meeting (EBDMI). From 2010 to 2013, Yamhill County was chosen as one of seven nation-wide seed sites to participate in the National Institute of Corrections' Evidence- Based Decision Making Initiative (EBDMI). This was a technical assistance grant designed to help jurisdictions analyze their criminal justice systems according to an established

framework, with the goal of creating an implementation plan for evidence-based decision making throughout the system.

Through the EBDMI, we conducted a comprehensive review of our local criminal justice system from arrest through discharge from probation or post-prison supervision. This work resulted in the creation of four workgroups focused on the following areas: 1) pre-trial release; 2) prosecution and sentencing; 3) correctional treatment programs; and 4) special needs offenders (those with mental illness, developmental disabilities, and/or traumatic brain injury). The work groups are comprised of many knowledgeable and dedicated people currently working in the system. The strategies we developed are designed to ensure offender accountability while increasing efficiency, reducing community harm, promoting public safety, and producing tangible cost savings through reinvestment in cost-effective measures.

The weekly Supervision & Treatment meetings and monthly EBDMI Policy Team meetings provide a forum that is more hands-on than LPSCC. We also have a supportive LPSCC that convenes regularly.

Overall, our project is built upon and relies on partnership. All offenders will be engaged in services and supervision with at least two agencies – at a minimum – as well as the court system, jail, and other alternative sanction options. The primary treatment and supervision team will consist of a PPO and a certified addictions counselor who will work together to balance offender change with accountability in order to ensure positive outcomes for our community.

#### **4. How will risk assessment be used, and what risk assessment tool will be used?**

YCDCJ will continue to use the LS/CMI (male) and WRNA (female) on all offenders who score medium or high on the Public Safety checklist, which is used as an initial gender-neutral risk assessment for all correctional clients. DCJ will continue to use state-wide automation (OMS). In addition, we will use a case plan that incorporates the following supervision strategies in an effort to focus on the top criminogenic risk factors in sequential order:

- Short term goals. For example: conditions of supervision, immediate referrals for tx (SO, MH, CD, DV, MCP, RTW), case management needs, housing stabilization, food intake, family structure, supervision fee payment, etc.
- Long Term Goals. For example: vocational, school, financial, family, housing, partner, interests, hobbies/recreation, faith, supervision/criminal justice-related, etc.

- Risk. For example: criminogenic need areas; past behavior; hx of violence, deviance, types of criminal activity/thinking; current self-perception of potential for re-offense; dangerous people/places/activities, etc.
- Strengths. For example: PO will identify some, but will also have the offender identify these. They could be interpersonal skills, familial, work-related, head strong, etc.
- Responsivity. For example: stage of change in various areas (A & D, P & P); MH diagnosis, learning style, anxiety/interpersonal deficits, gender-specific issues; cultural issues; ethnicity issues; low intelligence; communication skills deficits; antisocial personality or sociopathy.

Special Conditions of supervision – The LSCMI and WRNA risk tools are also utilized for purposes of developing special conditions of community supervision prior to the offender’s release, targeting areas of the highest criminogenic risk.

As mentioned earlier, the URICA and TCU’s level of addiction severity tool will also be utilized in order to appropriately address stage of change and clinical need, as well as document desired outcomes.

**5. Describe how you will randomize drug testing.**

Both YCDCJ and YCCD collect urinalysis on medium and high risk offender populations. This is done both on a random basis and a targeted basis to correspond to an offender’s identified criminogenic risk per the LSCMI and WRNA substance abuse domains. Appropriate evidence based behavior responses are utilized based on urinalysis results.

**6. 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)?**

All of the intervention strategies are evidence-based. The MCP program is in development and longer term data on recidivism has not be collected yet. There is 20 year data connected to lowered recidivism rates for clients completing MRT in particular. Intermediate measures, however, indicate promising results. Please see the list of resources (Appendix B) at the end of this document that are currently used and/or will be implemented. In addition, there are several strategies that are EBP such as:

**Carey Guides** are used with offenders who may face a variety of situations that may require corrective behavior. The intervention will take place with the RTW Coordinator and/or the supervising probation/parole officer. Guides will act as an intervention to divert from the number of sanctions and or violation issued. Each of the thirty-three (33) guides are specific to match the offender's individual need and follow a consistent format. The LSCMI or WRNA will assist the supervising officer with selection of the appropriate Carey Guide to target the appropriate risk areas. Each guide also contains two to five Tools. These tools are designed for use by offenders with Criminal Justice professionals to better understand and address risk factors, triggers, and other conditions that are essential to their success.

**Motivational Interviewing (MI)** skills in conjunction with the **Stages of Change (SOC)** model will be employed. Both motivational interviewing (Miller, R., Rollnick, S., 2002) and stages of change with motivational interviewing (DiClemente, C., Velasques, M., 2002; Connors, G., Donovan, D., DiClemente, C. 2001) are found as best practices in the Enhancing Motivation for Change in Substance Abuse Treatment – Treatment Improvement Protocol # 35 (U.S. DHHS, 1999b).

**Case Management** as discussed in Continuity of Offender Treatment for Substance use Disorders from Institution to Community (TIP 30) (U.S. DHHS, 2002) will be used. Although YCCD does have a case manager function, the role has been somewhat informal and combined with the counselor duties. In addition, the PPO will act as case manager in certain key areas. The case management plan, developed for each client in this project will also contain the critical transition plan elements as delineated also in TIP 30 (pgs 20-23).

**Incentives and Sanctions** have been demonstrated to be an integral element of community supervision. As addressed in TIP 30 (pgs 28-29), incentives are often more effective in supporting behavior change, but sanctions are frequently necessary to support the development of accountability in offenders. Incentives and sanctions will be individualized for participants in this project and will be designed through case staffing with the clinician, case manager, and parole/probation officer.

The bulk of the intervention strategies will be treatment as usual (TAU) based on the **Cognitive-Behavioral Therapy (CBT)** approach as discussed in Brief Interventions and Brief Therapies for Substance Abuse – Treatment Improvement Protocol # 34 (US DHHS, 1999c). However, it is the intent of this proposal to incorporate additional curriculum into the TAU that is in concert with the emerging literature on criminal thinking. To that end, YCCD incorporates elements of the **Strategies for Self-Improvement and Change (SSC)** as set forth by Wanberg and Milkman (1998). This approach, highly dependent on CBT, SOC, and MI is finding expanded support and consensus of appropriateness within the criminal justice system. SSC is being promoted by the International

Community Corrections Association as one of its showcase programs for its "What Works" agenda (McMasters, L., 2001). Developed under contract with the Colorado Alcohol and Drug Abuse Division and the Colorado Division of Criminal Justice, the theoretical and practical application of SSC is well documented within the text (Wanberg, K., Milkman, H., 1998). Additionally, the manual was reviewed, as part of the contract by an impressive array of experts including such notables as Drs. Alan Marlat and George Parks. Although published literature pertaining to the empirical testing of the specific curriculum, as such, was not found, there does appear to a great deal of support for the tenets included such and their association with relapse – both in substance abuse and in criminality. Importantly, the efficacy of these tenets have been supported by meta analysis (Andrews, D., Zinger, I., Hoge, R., Bonta, J., Gendreau, P., Cullen, F., 1990) and specifically documented as evidence-based principles for effective interventions by the National Institute of Corrections, Department of Justice (2004, p. 3). These, for example, include the role of antisocial and procriminal thinking, involvement with antisocial and criminal associates, poor problem solving skills, poor social skills, poor self-management skills, impulsivity, and personal history. Many of these content areas have been addressed in the Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders, Technical Assistance Publication (TAP) 19 (DHHS, nd) and the SSC has strengthened and expanded on these concepts.

This element of the proposed approach is viewed as augmenting the TAU content curriculum and although several elements of SSC, such as developing effective problem solving skills, improving interpersonal communication skills, and the need to change behaviors involved with not associating with active substance users for example, are already included in the TAU curriculum, use of the SSC can enhance the TAU with more precise approaches to the critical content areas associated with criminality. Additionally, MCP program participants will be asked to role play new skills with increasing difficulty as they progress through the program.

The County's **Drug Court** (U.S. DHSS, 1994 [TIP 24]) will continue to play an important role in the continuum and continuity of care for program participants. Yamhill County has a robust Adult Drug Court Program (EADC), Women's Recovery Program (WRC) and Mental Health/Special needs program (CCS).

**Restitution Court** - Because so many M57 offenders owe restitution, collaboration with the Yamhill County Restitution Court for collection of these monies often occurs. In order ensure victim reparation, it is felt that it is vital for victim's to be paid outstanding monies.

## Appendix B: Resource List

1. Enhancing Motivation for Change in Substance Abuse Treatment, Treatment Improvement Protocol (TIP) 35, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 1999.
2. Group Treatment for Substance Abuse: A Stages of Change Therapy Manual; Velasquez, Maurer, Crouch, and DiClemente; Guilford Press, New York, 2001.
3. Twelve Step Facilitation Therapy Manual, Project Match Series, Vol. 1, U.S. Department of Health and Human Services, 1995.
4. Seeking Safety: A Treatment Manual for PTSD and Substance Abuse, Najavits, Guilford Press, New York, 2002.
5. Motivational Enhancement Therapy Manual, Project Match Series, Vol. 2, U.S. Department of Health and Human Services, 1994.
6. Motivational Groups for Community Substance Abuse Programs, Ingersoll, Wagner, and Gharib, Mid-Atlantic Addiction Technology Transfer Center, 2000.
7. Criminal and Addictive Thinking Cognitive-Behavioral Treatment Curriculum, Hazelden, 2002.
8. Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders, Technical Assistance Publication (TAP) 19, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 1996.
9. Treatment Drug Courts, Treatment Improvement Protocol (TIP) 23, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 1996.
10. Cognitive-Behavioral Coping Skills Therapy Manual, Project Match Series, Vol. 3, U.S. Department of Health and Human Services.
11. Incentives and Sanctions: Rethinking Drug Court Responses to Client Behavior, Bureau of Justice Assistance, 2004.
12. "Does Correctional Treatment Work? A Clinically Relevant and Psychologically Informed Meta-Analysis"; Andrews, Zinger, Hoge, Bonta, Gendreau, and Cullen; Criminology, Vol. 28, No. 3, 1990, pp. 369-404.
13. ASAM Patient Placement Criteria for the Treatment of Substance-Related Disorders, 2<sup>nd</sup> Ed., Revised, American Society of Addiction Medicine, Inc., Chevy Chase, 2001.
14. SAMHSA Extramural Policy Statement (SEPS) No. 06-02, "Discretionary Funds for Incentives to Program Participants"
15. NIDA Notes Vol. 21, No. 1, "Low-Cost Incentives Improve Outcomes in Stimulant Abuse Treatment"