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**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC
SERVICES AND DIVERSION SERVICES**



Agreement #15422

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Deschutes County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2025**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2027**.
2. **Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$960,017.00**. Payments shall be in accordance with the requirements in Exhibit E.
3. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Name: _____

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$250,000.00)

Susan Amesbury
By: via email Date: 06302025
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template Approved Date: 06272025
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Riley Dunagan

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Adjudicated youth"** has the meaning set forth in ORS 420.005.
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
3. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
4. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, "Claim" has the meaning set forth in Section 1 of Exhibit D.
6. **"Client"** means any individual who receives a Service.
7. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
9. **"County"** has the meaning set forth in the first paragraph of this Agreement.
10. **"Diversion Funds"** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
11. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of adjudicated youth and, effective January 1, 2026, referred youth, from OYA Close Custody Facilities.
12. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
13. **"JCP Basic Services"** or **"Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth.
14. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
15. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.

16. **"OYA"** means the Oregon Youth Authority.
17. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.
18. **"Referred youth"** means a person under 18 years of age who is alleged to have committed an act that is a violation, or, if done by an adult would constitute a violation, of a law or ordinance of the United States or a state, county or city.
19. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.
20. **"Service Plan"** means the County's plan for 2025-2027 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2025-2027 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 4.
21. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
22. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
- a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.
23. **"Target Population for Diversion Services"** for Services provided through December 31, 2025 means adjudicated youth ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities. For Services provided on or after January 1, 2026, **"Target Population for Diversion Services"** means referred youth or adjudicated youth ages 12 to 18 years of age, referred or adjudicated (as applicable) for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.
24. The term **"Youth,"** when used without the modifier "adjudicated" or "referred," includes both adjudicated youth and referred youth.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds

- a. **Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. **Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. **Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:
 - (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
 - (ii) No default as described in Section 7 of this Exhibit has occurred.
 - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
 - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
 - (v) OYA has received from County and approved the County's Service Plan for the 2025-2027 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.
 - (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.
- d. **Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
 - (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

- (ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.
- (iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.
- (v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties

a. County represents and warrants as follows:

- (i) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.
- (v) **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

- (i) **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any

provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii) **Binding Obligation.** This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. **Expenditure of Funds**

County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

- a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.
- b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.
- c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.
- d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2025 or after the termination date of this Agreement.
- e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. **Expenditure Reports**

County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access, and Confidentiality

- a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.
- c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.
- d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default

County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default

OYA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:
 - (i) For its convenience, upon 90 days advance written notice to OYA.
 - (ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

- (iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.
 - (iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. OYA Termination.** OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:
- (i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.
 - (ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.
 - (iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.
 - (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.
 - (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.
 - (vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

- a. Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.
- b. Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that

area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

- c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification

If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or 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 communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos
Oregon Youth Authority
530 Center St. NE, Suite 500

Salem, Oregon 97301-3765
Voice: (503)-779-3938
Facsimile: (503) 373-7921
E-mail: sandra.santos@oya.oregon.gov

To County: Deevy Holcomb
Deschutes County
1300 NW Wall Street, Ste 200
Bend, OR 97701
Voice: (541) 322-7644
E-Mail: Deevy.Holcomb@deschutes.org

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law

Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the

Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, that employ subject workers who provide Services 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 require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest

- a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver

This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction

The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

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

24. Limitation of Liabilities

EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property

- a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).
- b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure

Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance

To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.
- b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA adjudicated youth under this Agreement has passed a criminal history check and meets the OYA's

criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA adjudicated youth under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA adjudicated youth.

- 29. 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes

County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.
- c. Equitable service delivery.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

- a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:
 - (i) Antisocial behavior.
 - (ii) Poor family functioning or poor family support.
 - (iii) Failure in school.
 - (iv) Substance abuse problems.
 - (v) Negative peer associations.
- b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent local youth from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Diversion Services Target Population and Funded Services. County shall target its Diversion Services to the Target Population for Diversion Services.

- a. Diversion Target Population for Services provided through December 31, 2025, are adjudicated youth 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility. Diversion Target Population for Services provided on and after January 1, 2026, means referred youth or adjudicated youth ages 12 to 18 years of age, referred or adjudicated (as applicable) for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.
- b. Diversion funds provide specialized services that prevent the highest risk local adjudicated youth and, for Services provided on and after January 1, 2026, referred youth, from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:
 - (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.
 - (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

4. Service Plan

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall

work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2023-2025 biennium. Until the Service Plan for the 2025-2027 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2023-2025 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2025-2027 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2023-2025 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

- (i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.
 - (ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.
- b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.
- c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.
- d. Equitable Service Delivery.** In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:
 - (i) JCP Basic and Diversion Narrative Plan report, once per biennium, by July 15, 2025. The Narrative Plan report shall be on an OYA provided template and shall include:
 - An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
 - A description of the services that the County anticipates needing during the 2025-2027 biennium in order to address the needs of diverse youth in the County; and
 - Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.
 - (ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

5. Cultural Competency

County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

- a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.
- b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.
- c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.
- d. All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

7. Grievance System

During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

8. Reporting and Documentation

- a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.
- b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.
- c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

9. Youth Specific Reporting and Required Documentation

- a. For all adjudicated youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:
 - (i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the adjudicated youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
 - (ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
 - (iii) Documentation of any mental health treatment;
 - (iv) Past and current prescribed psychotropic medication history;
 - (v) Past and existing suicidal ideation and behaviors;
 - (vi) All other information known to the County of behaviors that may be a risk of harm to adjudicated youth or others;
 - (vii) Documentation of any medical information or developmental disability that might affect adjudicated youth's ability to participate in activities or treatment.
- b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

10. Other Agreement Requirements

- a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:
 - (i) Disposition of parole violations;
 - (ii) Community Programs;
 - (iii) Plan for providing detention back-up and back up to Community Programs;
 - (iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
 - (v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(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 Provider or any of the officers, agents, employees or subcontractors of the Provider ("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 Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL

County shall require its first tier Provider(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 ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. 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 Agency. County shall not authorize Providers to begin work under the Provider Contracts 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 Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

☒ **Required** ☐ **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required** ☐ **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Provider or the Provider's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION

The Provider or its insurer must provide at least 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).

INSURANCE REQUIREMENT REVIEW

Provider agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Provider and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and

related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.





**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
DIVERSION	\$440,732.00
JCP BASIC	\$519,285.00
 GRAND TOTAL	 \$960,017.00

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

EXHIBIT F - SERVICE TRACKING IN JJIS

This Policy Statement "Service Tracking in JJIS" may be updated from time to time. County is responsible for checking OYA's Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

		Oregon Juvenile Justice Information System		
		Policy Statement		
Service Tracking in JJIS				
Approved:  Philip Cox, Co-Chair JJIS Steering Committee		Effective Date:	1/16/2013	
		JJIS Steering Committee Approval:	12/19/2012	
		JJIS Policy & Standards Committee Approval:	8/22/2012	
		Supersedes:		
REFERENCE:				

PURPOSE:	<ul style="list-style-type: none">To provide a standard for consistency in tracking services in JJIS;To provide a threshold for a view of current juvenile justice practice;To provide a foundation to compare trends in key service areas over time; andTo establish a foundation to develop capacity to measure results based on evidence
DEFINITIONS:	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions

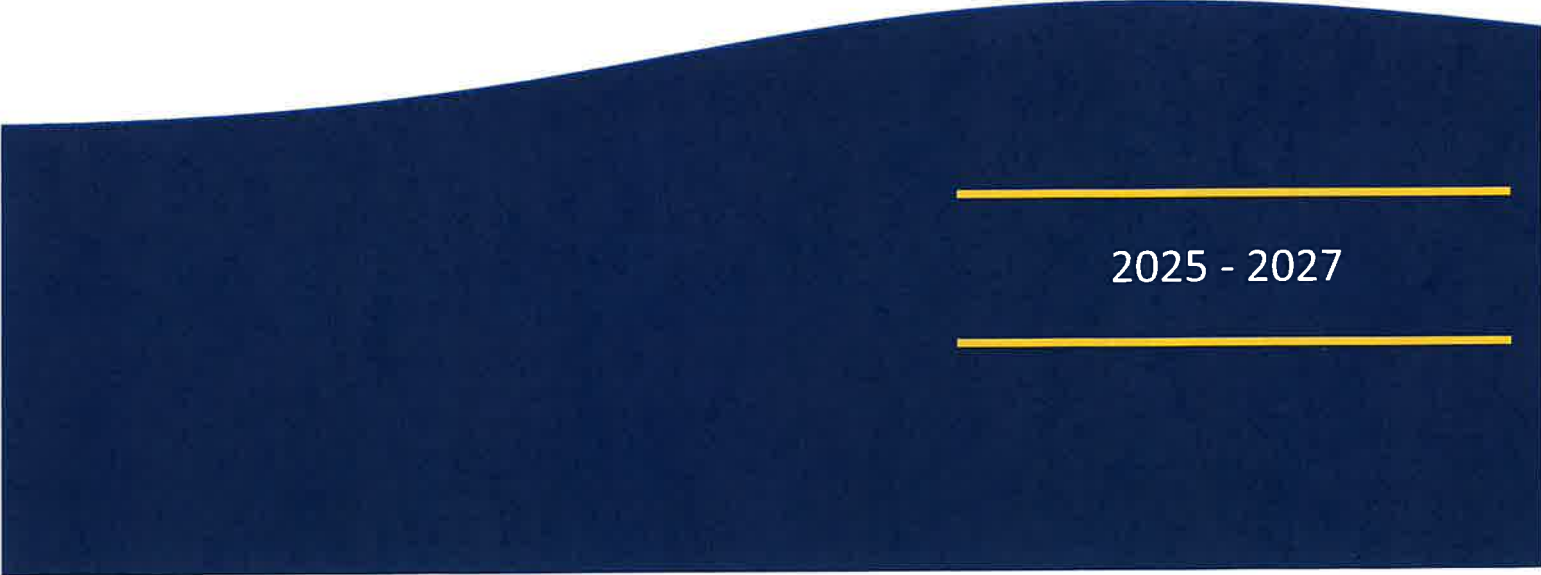


	<ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<u>FORMS:</u>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



Deschutes County

Juvenile Crime Prevention Basic & Diversion Funding Plan Narrative



2025 - 2027

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Introduction

The State of Oregon, through the Oregon Youth Authority, provides funding to the county juvenile departments to support serving youth locally at the earliest intervention possible to prevent escalation deeper into the juvenile justice system. The two funding streams are called Juvenile Crime Prevention (JCP) Basic and JCP Diversion.

- JCP Basic Funds are allocated to support basic infrastructure for juvenile justice services. The target population is youth ages 10-17 and the goal is to prevent further offenses.
- JCP Diversion Funds are allocated to divert the highest risk youth from placement in OYA custody. The target population is youth ages 12-19 and the goal is to prevent escalation to OYA close custody placement.

The data attachments in this report (e.g. referrals, equitable services, youth needs) help to inform how the JCP funds are used in each county. This report and attachments provide an overview of data to convey the demand on services at the county level, populations at risk of coming to OYA, and services to address the needs of diverse youth in the county. In addition, information is offered to share what is working, what is not, and where there may be gaps in local services.

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County Budget and Youth Population

Juvenile Department Budget

County juvenile department services are funded from multiple sources that may include county general fund, federal, state, Juvenile Crime Prevention (JCP) basic and diversion, JCP prevention funding, other state or local resources, and grants. JCP prevention funds are administered by Youth Development Oregon and are separate from JCP basic and diversion funds.

Most of these funding types are combined into their total budget and not used to fund distinct services. For this reason, there is little ability to develop a causal connection between the state Juvenile Crime Prevention basic and diversion funding and outcomes (e.g., recidivism, escalation to OYA).

Fund Type	Percent of Total Budget
General Fund	76%
State	1%
Federal	0%
JCP Basic and Diversion	2%
JCP Prevention	2%
Other	19%

Juvenile Justice Continuum and County Services

While the juvenile justice system is divided into local and state services, it functions as a continuum with extensive collaboration and coordination between local county juvenile departments, the Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC), and the Oregon Youth Authority. Each county and OYA have an Intergovernmental Agreement that guides the collaborative process between them. In addition, some counties have local services or assistance that OYA may access, providing financial benefits to the state. This may include local services or programs that counties share with OYA, such as detention or youth development programs.

1. Provide an example of how your department and OYA collaborated to support the needs of youth in your area.

- ☒ Staffing Cases
- ☒ Detention
- ☒ Share Local Programs
- ☒ Transportation

Deschutes County Juvenile Community Justice (DCJCJ) regularly collaborates with the Oregon Youth Authority (OYA) to support the needs of youth in our community. Collaboration often begins informally with a meeting involving the

community justice officer, a DCJCJ supervisor, and an OYA representative to discuss a specific case. The primary goal of this early coordination is to determine whether the youth's risks and needs can be effectively addressed within the community before initiating a formal Placement Committee meeting.

Occasionally, OYA participates in Escalation Multi-Disciplinary Team (EMDT) meetings facilitated by our department. These meetings, which typically occur prior to formal OYA involvement, are designed to mitigate risks associated with a youth's potential escalation to OYA custody.

When necessary, DCJCJ requests a formal Placement Committee meeting, which is facilitated by the DCJCJ Behavioral Health Supervisor. The purpose of this meeting is to thoroughly review the youth's current situation, assess risk and needs, and develop recommendations that are in the best interest of the youth, their family, and the community. OYA participates in these meetings to help evaluate current services, identify service gaps or barriers, and collaboratively determine appropriate placement and support options.

Additional collaboration between DCJCJ and OYA also occurs when a youth is already in placement but may need further support to avoid removal from a program or prevent unnecessary detention episodes.

2. Describe the process your department will use to provide hearings officers and conduct preliminary parole revocation hearings.

We have several staff members trained to serve as hearing officers. Traditionally, the process begins with a notification from OYA indicating that a hearing is required. We then schedule the hearing with one of our trained staff within the designated timeframes. After the hearing concludes, the hearing officer submits the final documentation to OYA.

Total County Youth Population (Youth 10-17) [Attachment A]

The total county youth population represents the youth who could potentially be referred to the juvenile department. Historically, the youth population has determined the amount of funds distributed to each county. Attachment A shows the total youth population, ages 10-17, as well as a breakdown by race, who reside in the county.

Youth Served

Youth Referred to the Juvenile Department [Attachment B]

Youth are referred to the juvenile department for charges ranging from dependency status offenses (e.g., runaway), violations (e.g., Minor in Possession of Alcohol) and criminal offenses (e.g., misdemeanor and felony). The total number of youth referred demonstrates the volume of youth processed by each department and informs the overall need or demand for services and interventions in the county.

The counts and demographics of youth are broken down by total youth referrals (which includes criminal, violations, and dependency status) and youth referred only for criminal offenses. Additionally, data is provided for youth who received a referral for a Class A misdemeanor or Felony crime. If adjudicated for an A Misdemeanor or Felony, this population of youth are eligible for commitment to OYA for a youth correction facility, based on public safety concerns or the needs of the youth. The data is provided in Attachment B; note: youth are only counted once in each table and are categorized by the most serious offense the youth was referred for during the reporting period.

3. Provide any comments regarding referrals

In Deschutes County, we recognize that there is overrepresentation of African American, Hispanic, and Native American youth in referrals relative to their proportion of the overall youth population (ages 10–17). This disparity highlights the need to continue and deepen our work around restorative justice and equity.

We acknowledge that many of these disparities originate before a youth ever comes into contact with our system. However, as part of that broader system, we have a responsibility to model equitable practices and to collaborate with others to address and eliminate these disparities. This includes working closely with local schools, law enforcement, the District Attorney's Office, and the Court to explore opportunities for expanding restorative and equitable approaches to decision-making at all stages, especially where referrals and charging decisions occur.

Deschutes County Community Justice has implemented several strategies to support more equitable service delivery. One key approach is the use of structured decision-making tools, including a series of matrices that guide our processes from referral through disposition, as well as in response to technical or new law violations. At every decision point, a youth's Juvenile Crime Prevention (JCP) score, harm created by the behavior and the severity of their offense are considered to help ensure consistent and fair outcomes.

Despite these efforts, we recognize that the availability of culturally responsive and gender-specific services in our community remains limited. To address this, we have taken steps to increase accessibility and inclusivity. We've begun translating all official documents into Spanish and have prioritized hiring Spanish-speaking staff to provide services. Additionally, interpreter services are available for youth and families that we work with.

We are also excited to have recently launched some program development efforts with a local service provider who specializes in culturally responsive mentor services and we are working with them to develop a program for youth on supervision in Deschutes County. We also continue to offer mentor and support services in detention, specifically designed for youth who identify as Indigenous and will be working to expand these services to youth on supervision. This program incorporates mentorship and a craft circle, which ultimately benefits all youth in the facility. As a department, we are committed to continuous improvement in understanding and addressing racial and gender inequities.

Youth Dispositions [Attachment C]

The disposition of all referrals to the juvenile justice system, which includes criminal offenses, violations, and dependency status offenses, provides information about how cases in the juvenile justice system are resolved. This can include taking no action (e.g. because of insufficient evidence to proceed, review and close), informal handling (e.g. diversion process, peer court), or formal court involvement (e.g. county probation, OYA commitment).

This data provided in Attachment C demonstrates the types of dispositions imposed, broken down by sex, age, and race/ethnicity. Note that youth are counted only once in each table and are categorized by the most intense disposition imposed for each youth during the reporting period.

4. Provide any comments regarding dispositions

We are seeing the same patterns of overrepresentation at the point of disposition, with African American, Hispanic, and Native American youth receiving outcomes that reflect disparities similar to those seen at referral. This underscores the importance of continuing the strategies outlined above—such as structured decision-making tools, culturally responsive services, and intentional efforts to improve language access and inclusivity. As we strive to ensure equity throughout every stage of our system, we remain committed to modeling these practices and working in partnership with schools, law enforcement, the courts, and community organizations to address and reduce racial and ethnic disparities.

JCP Risk Assessment Completion [Attachment D]

The data represents the percentage of JCP risk assessments completed for each youth who received that disposition within the timeframes indicated, during calendar year 2024. (Attachment D)

5. Discuss what factors contributed to the completion rate for JCP risk assessments. Please include strategies to increase the completion rate in the future.

As part of our process, our Intake unit conducts a Juvenile Crime Prevention (JCP) assessment for all youth entering our system. Community Justice Officers (CJOs) reassess youth as needed throughout supervision and again at case closure. The JCP assessment is the primary tool guiding our routing matrix and structured decision-making process, and it plays a central role in determining the appropriate level of supervision and services each youth receives. We are pleased that 93% of our assessments fall within the targeted range. We believe this level of consistency is largely due to our process that includes an intake unit and routing matrix with structured decision-making based on risk. To maintain this standard, we provide regular JCP trainings for new staff, as well as ongoing interrater reliability checks and refresher trainings to ensure fidelity across the department.

Juvenile Crime Prevention Risk Assessment – Highlight of Needs [Attachment E]

The Juvenile Crime Prevention (JCP) risk assessment is used by juvenile departments to identify youth criminogenic risk and needs in the areas of school, peers, family functioning, substance use, attitudes and mental health. The JCP results are used to inform the service needs within the community. Note: based on the resolution of a case, a JCP assessment may not be completed on every youth referred to the juvenile department.

A summary of youth needs as identified by the JCP assessment is provided in Attachment E.

6. Provide any comments regarding JCP assessment data

Our risk-based process, grounded in the JCP assessment and guided by our routing matrix, is designed to promote equity and reduce the potential for arbitrary decision-making. By relying on objective risk and need factors rather than subjective judgment, we ensure that all youth are assessed and routed consistently based on their individual profiles. More recently, we have observed increases in specific JCP assessment risk areas, particularly in the history of reported child abuse, domestic violence, and substance use. These are areas where FFT is especially impactful, as the model is designed to address complex family dynamics and behavioral health challenges that contribute to youth risk. Internally, we are also working on a process to improve substance use disorder (SUD) services by offering some limited in-house support. These services would be provided by our FFT therapist and it is likely clients would also be enrolled in FFT services.

This structured approach helps us interrupt disparities in how decisions are made and services are delivered. Having a dedicated Intake unit that specializes in conducting these initial assessments is a key strength of our model. Their expertise ensures fidelity to the assessment process, and their early involvement allows for the timely identification of barriers and connection to appropriate resources. This early intervention is critical to effectively addressing each youth's risk and need areas—particularly those related to child abuse, domestic violence, and substance use—setting the foundation for more equitable and effective outcomes throughout their involvement in the system.

Equity

Relative Rate Index Data [Attachment F]

The Relative Rate Index or RRI is a way to compare experiences of different groups of youth, typically broken down by race or ethnicity, within the juvenile justice system. In the context of this data, youth of color refers to African American, Asian American, Native American, and Hispanic youth. If groups are treated equally, both groups will have an RRI equal to “1”. When the RRI is not equal to “1”, one group of youth is receiving different treatment than the other group. Attachment D reflects the RRI data. Note: When an asterisk (*) is seen in the data, it indicates the numerator in the calculation was 5 or less or the denominator was 50 or less. Therefore, there is not enough data for counties to report reliable data.

Assessment of Equitable Access to County/Local Services

A component of the funding to counties is to prevent commitment to OYA services. OYA also looks at disparities in commitment rates, commitment by crime type and can look at variations across the state. This section of the report is for counties to provide a review and discussion of equitable access to services within the county or area. This may be by race, ethnicity, gender, sexual orientation, or treatment need.

7. Note any disparities based on race and gender in referrals and dispositions.

When examining our Relative Rate Index (RRI), we observe disparities in referral rates for African American, Hispanic, and Native American youth, indicating that these groups are overrepresented compared to the white youth population in Deschutes County. At the disposition level, we have a sufficient number of cases to calculate an RRI only for Hispanic youth in a few disposition categories. Within that data, we see a slight disparity in the rate of cases not petitioned for Hispanic youth—however, this is a positive disparity, suggesting a more favorable comparison to white youth. For African American, Asian, and Native American youth, the population sizes at disposition are too small to generate reliable RRI comparisons. Nevertheless, the continued overrepresentation of African American, Hispanic, and Native American youth throughout our system strongly suggests that disparities may also exist at later decision points, even if the data is currently too limited to confirm this through RRI analysis alone.

Despite making up only 1.5% of the county population, African American youth account for 4.5% of total referrals. Similarly, Hispanic youth represent 13.7% of the population but make up 22.3% of referrals, and Native American youth, who comprise just 0.8% of the population, represent 4.0% of total referrals. In contrast, White youth—who make up 82.2% of the population—account for 68.0% of total referrals, a rate lower than their representation in the community. These disparities are consistent across criminal, non-criminal, and runaway referral categories, highlighting a disproportionate impact on youth of color, particularly African American, Hispanic, and Native American youth. We could add proportion data here based on the raw #s. We see similar trends with dispositions. African American, Hispanic, and Native American youth are overrepresented in dispositions relative to their population size. African American youth account for 4.0% of total dispositions despite making up only 1.5% of the county population. Hispanic youth, who comprise 13.7% of the population, represent 17.9% of all dispositions, and Native American youth make up 1.6% of dispositions while representing only 0.8% of the population.

8. Describe available local options that are working well and help support youth receiving equitable services (e.g., gender, race/ethnicity, crime type).

We have recently completed a Gender Responsivity Practices and Program Assessment (GRPPA), which evaluates how effectively we are meeting the needs of young women in our system. Based on the results, we are developing an action plan to address identified gaps and make meaningful changes that will allow us to better serve young women through more responsive and effective programming. At the same time, we are in the process of implementing a new Restorative Justice Accountability Program in Deschutes County. This initiative will center on restorative conferences as an alternative form of accountability, giving youth the opportunity to repair harm and engage in meaningful dialogue with those impacted. These efforts reflect our broader commitment to building a more equitable, inclusive, and restorative system for all youth.

Despite this progress, we recognize that our community still lacks adequate culturally responsive and gender-specific services. To help address these gaps, we have taken steps to increase accessibility and inclusivity. This includes translating all official documents into Spanish, prioritizing the hiring of Spanish-speaking staff, and ensuring interpreter services are available for youth and families we work with. We have also launched program development efforts in collaboration with a local service provider that specializes in culturally responsive mentorship for youth with substance use disorder.

We also continue to offer mentor and support services in detention, with a program specifically designed for youth who identify as Indigenous. This initiative includes mentorship and a craft circle, and we are working to expand these culturally supportive services to youth on supervision. As a department, we remain committed to ongoing improvement in our understanding of and response to racial and gender inequities, and we will continue to build partnerships and develop programs that support equity across our system.

9. After reviewing your data, services, and outcomes, do you see any gaps in services or programs that need to be addressed to improve provision of equitable services to youth?

One significant gap we continue to face is the limited availability of community providers who specialize in working with justice-involved youth, particularly those who approach this work through a trauma-informed, culturally responsive, and gender-specific lens. While we have made progress in building partnerships and developing targeted programs, there remains a clear need for more service providers who understand the unique experiences and challenges faced by youth in the justice system. We hope to continue to work with community providers to expand the resources available ensuring that all youth receive the individualized, supportive services they need to succeed.

Output and Outcome Measures

Juvenile Department Recidivism [Exhibit 1 and 2]

As a measure of public safety, recidivism is defined as a new criminal referral. A criminal referral is a law enforcement report to a juvenile department alleging one or more felony or misdemeanor offenses. Youth who initially received a referral for a criminal offense are tracked 12 and 36 months from the time of a referral. Data is provided in Exhibit 1 and 2.

	Number of Youth	12-month recidivism	36-month recidivism
2023 Criminal Referrals	426	27%	
2021 Criminal Referrals	256		33.6%

10. Provide any comments regarding recidivism rate.

In 2023, the 12-month recidivism rate for youth involved with Deschutes County Juvenile Community Justice was 27%, while the 36-month recidivism rate for the 2021 cohort was 33.6%. These figures are slightly lower than the statewide averages for the same timeframes, with the 36-month rate approximately 4% lower than the state's. These trends are consistent with data from previous years, indicating a stable pattern in recidivism rates without significant increases. At the same time, Deschutes County has experienced a notable decline in both juvenile referrals and the use of detention services over the past decade. This shift reflects a broader commitment to diversion and community-based interventions while maintaining public safety and accountability.

Escalation to OYA Commitment [Attachment G]

Based on public safety concerns or treatment needs, youth can be escalated from county involvement to OYA commitment for placement in the community or in a youth correctional facility. The data on the percentage of youth who were initially placed on formal county probation and escalated to either OYA probation or directly to OYA close custody is found in Attachment G.

11. Provide an example of services provided to a youth that prevented the youth from escalating to OYA (*including services provided and other factors that prevented escalation*).

- ☒ Wraparound approach
- ☒ Appropriate assessments and treatment
- ☒ Family support and services

Deschutes County Community Justice is committed to exhausting all available placement and support options to prevent youth from escalating to Oregon Youth Authority (OYA) custody. Our approach focuses on early intervention, equitable decision-making, individualized planning, and collaboration with families and community partners.

When a youth's current living environment is no longer viable, we explore alternative placements with extended family, close family friends, or community-based options such as Cascade Youth and Family Services' "The Loft," as well as temporary respite care.

For youth requiring more intensive support, we consider residential treatment options, including in-patient substance use disorder (SUD) treatment through providers such as Rimrock Trails or Madrona, and private residential programs when youth have access to private insurance.

In addition to placement, we work with youth to identify and pursue educational and employment opportunities in the community, such as through Heart of Oregon Corps. Medium- and high-risk youth are assessed for Functional Family Therapy (FFT), which we offer at no cost to families.

We also partner with families and guardians to develop parental contracts—structured plans outlining clear goals and responsibilities to help support youth success in the community. **I don't think this is a wide practice. Maybe instead use case plans, as we do have two teams using case plans which more or less do the same.

Deschutes County is fortunate to have a 24-hour youth stabilization center. We connect youth experiencing crisis to this resource as needed. We also collaborate closely with our County Behavioral Health provider to connect youth with Wraparound Services or the Young Adult in Transition (YAT) program.

When appropriate, we work with Youth Villages to deliver intensive in-home outpatient services to youth and their families.

To proactively address risks and prevent escalation to OYA, we regularly convene an Escalation Multi-Disciplinary Team (EMDT) meeting. Using the Escalation Risk levels developed by OYA, a youth's risk of escalation determines if an EMDT meeting is warranted. These meetings typically take place before OYA involvement and serve as a problem-solving, barrier busting forum to identify barriers, coordinate services, and develop strategies tailored to each youth's unique risk and needs.

Ultimately, our goal is to avoid escalation to OYA whenever possible.

Some examples recently include the EMDT meetings referenced above and working on escalation planning. One female client participated in EMDT, outpatient services, and FFT.

A youth recently engaged in an escalation planning process with their Community Justice Officer (CJO) and department staff. Through this collaborative effort, the youth successfully avoided escalation to OYA. Instead, the case was managed using local services and supports, including participation in Functional Family Therapy (FFT), community-based substance use treatment, UA monitoring, and continued employment. The CJO also worked with the youth to increased their engagement in cognitive behavioral interventions during EPIC office visits. This case highlights the effectiveness of early planning and local resource utilization in addressing youth needs while avoiding deeper system involvement.

12. Provide an example of services provided to a youth who was at risk of and eventually did escalate to OYA and explain any gaps in services that may have impacted escalation.

- ☐ No local outpatient treatment options
- ☒ No local sex offense treatment
- ☐ Family financial resources

A review of recent cases highlight that we do experience some service gaps that continue to impact our ability to stabilize youth and prevent escalation to the Oregon Youth Authority (OYA). One of the most pressing challenges is the lack of outpatient and inpatient treatment beds in Central Oregon, particularly for youth with high needs. This

includes a long waitlists to get a SUD assessment and begin in SUD outpatient treatment, especially for youth who live in remote areas of the county. Additionally, there is also a severe shortage of residential substance use disorder (SUD) treatment options, especially for female youth. Our sole local provider has very limited bed availability.

We also face significant barriers for youth with assaultive behavior histories or those nearing age 18. Many local placement options exclude these individuals based on behavioral concerns, and there are few to no independent living options to support older adolescents in transitioning to adulthood.

Another critical gap exists in the area of treatment for youth with sexual offending behaviors. Our contracted provider is based out of Montana and delivers services remotely. While this option remains available, the lack of local, in-person treatment poses ongoing challenges in engagement, coordination, and supervision.

Furthermore, foster care and community-based placement options are extremely limited—particularly for youth who have sexually offended, have severe mental illness and/or trauma history. These youth often cannot be placed locally due to risk concerns, which frequently results in escalation to OYA due to the absence of viable community alternatives.

A persistent, overarching barrier is simply the lack of available placement beds across all service types. At times, the unavailability of a bed alone is enough to prevent timely intervention and lead to a youth's escalation into the OYA system. Without expanding local resources and treatment infrastructure, these service gaps will continue to limit our capacity to provide timely, effective, and community-based solutions for at-risk youth.

A recent example includes a youth who participated in the 30-day local residential/detention program and engaged in several supportive services, including outpatient substance use treatment, electronic monitoring, school attendance, Functional Family Therapy (FFT), and regular cognitive behavioral work with their Community Justice Officer (CJO). Despite these coordinated efforts, the youth ultimately escalated to OYA.

This youth needed intensive outpatient and inpatient substance use treatment for youth in Central Oregon. While the youth engaged in available local supports, the absence of higher-level treatment options created a barrier to addressing their clinical needs effectively. The limited availability of youth-focused SUD services—particularly intensive outpatient and inpatient care—remains a major challenge in the region.

13. Please describe what data or other factors are used when making placement recommendations.

- JCP Assessment.
- Other services tried or being provided.
- Disposition matrix.
- OYA Escalation Numbers.
- Referral History.
- Detention Risk Assessment Instrument.
- Case Brief prepared by CJO for EMDT.

Summary and Plan

14. Describe how the data provided in this document (budget, JCP, outcomes, equitable access) and any other factors informed your JCP basic and diversion plan?

The data provided in this document played a role in shaping our JCP Basic and Diversion Plan by highlighting both areas of progress and persistent disparities within our juvenile justice system. Specifically, the data on equity helped reinforce our decision to continue structured decision making, investment in restorative justice and equity-focused programming. At the same time, recidivism data indicates that our current efforts are helping to prevent increases in youth reoffending. One key practice contributing to these outcomes is Functional Family Therapy (FFT)—an evidence-based program that addresses risk and protective factors by engaging families in culturally responsive, strengths-based interventions. Now in its 15th year in Deschutes County, FFT continues to demonstrate strong outcomes and remains a highly utilized and effective tool in our continuum of services.

More recently, we have observed increases in specific JCP assessment risk areas, particularly in the history of reported child abuse, domestic violence, and substance use. These are areas where FFT is especially impactful, as the model is designed to address complex family dynamics and behavioral health challenges that contribute to youth risk.

In addition to the provided data, other recent assessments have informed our planning. We completed a Gender Responsivity Practices and Program Assessment (GRPPA), which revealed gaps in how we serve young women. Based on those findings, we are developing an action plan to create more responsive and effective programming for girls involved in our system. Similarly, community feedback and service provider input have informed the launch of a new Restorative Justice Accountability Program, which will use restorative conferences to offer youth an alternative form of accountability focused on repairing harm and building community connections.

We also considered local service gaps and equity challenges not fully captured in the quantitative data. For example, the lack of culturally responsive and gender-specific services led us to prioritize accessibility initiatives such as translating documents into Spanish, hiring bilingual staff, and expanding interpreter services. We’ve also initiated partnerships to offer culturally relevant mentorship for youth with substance use disorders and expanded programming for Indigenous youth in detention, with plans to grow these supports for youth on supervision.

Together, the data provided and the additional information we have gathered helped us to build our plan.

15. Describe your plan for JCP basic and diversion funds; ATTACH the budget detail sheet when submitting.

For the 2025–2027 biennium, Deschutes County Community Justice will continue to prioritize the use of Basic and Diversion funding to support Functional Family Therapy (FFT) services, a proven intervention to reduce juvenile recidivism and address other criminogenic risk and need factors. Basic funding will support one full-time equivalent (1.0 FTE) FFT-certified therapist serving medium- to high-risk youth under supervision for B-C level misdemeanors, either through Formal Accountability Agreements (FAAs) or Probation. Diversion funding will support an additional 1.0 FTE FFT-certified therapist working with high-risk youth on Probation for A-level misdemeanors or felonies, with a goal of reducing recidivism and avoiding escalation to Oregon Youth Authority (OYA) close custody beds.

Both Basic and Diversion funds will also be allocated to maintain detention medical services, currently contracted through Premise, Inc. This contract provides a 0.5 FTE registered nurse and access to physician oversight and consultation, ensuring detained youth receive care that meets appropriate health and safety standards.

While detention itself does not reduce recidivism or change behavior, providing humane, respectful conditions of confinement—where basic needs are met with professionalism and empathy—can reduce the trauma associated with detention and promote healing from the significant histories of trauma and abuse many detained youth have experienced.

Additionally, a portion of Basic funding will be directed toward supporting the implementation of action steps identified in our recent gender-responsive assessment, further advancing our commitment to equitable and responsive juvenile justice practices.

Submitted by

► Laura Ward

Name (print or type)

X

Signature and Date



Oregon Youth Authority

County JCP Basic and Diversion Budget Detail (YA 2024)

Youth Specific Treatment - Tracking in JIIS Required

Co-Occurring | Competency Development | Family | Firesetter | Gang | Mental Health | Other Youth Specific Services | Sex Offender | Substance Abuse

Basic Services and Infrastructure - Tracking in JIIS Required ONLY if Treatment is Youth-Specific

Accountability | Basic Supervision | Detention | Intensive Supervision | Non Youth Services | Other Basic Services | Shelter

BIENNIUM 2025-27

DATE 8/7/2025
COUNTY Deschutes
CONTACT Michele Winters
EMAIL Michele.Winters@deschutes.org
PHONE 541-385-1722

PLAN TYPE		DATE/INITIALS
<input checked="" type="checkbox"/>	Original - refer to written plan	
<input type="checkbox"/>	Amendment OR	
<input type="checkbox"/>	> 10% Amendment (requires approval)	
<input type="checkbox"/>	Approved	

Provide amendment details
in the space provided
for each amended service.

Individual Program Budgets

Service Category (see legend*)	JCP Basic						JCP Diversion						Notes/Comments
	JCP Basic Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Basic		JCP Diversion Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Diversion		
	Personnel	Contracted					Personnel	Contracted					
Youth Specific Treatment													
Program Reporting Category													
Family													
Program Name(s)													
Functional Family Therapy													
Provider Name(s)													
Deschutes County Juvenile Community Justice													

PLAN AMENDMENTS ONLY: ENTER DATE AND BRIEF NARRATIVE. DO NOT DELETE ANY PRIOR AMENDMENT HISTORY.

Amendment #1	
Amendment #2	

Service Category (see legend*)	JCP Basic						JCP Diversion						Notes/Comments
	JCP Basic Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Basic		JCP Diversion Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Diversion		
	Personnel	Contracted					Personnel	Contracted					
Basic Services and Infrastructure													
Program Reporting Category													
Other Basic Services													
Program Name(s)													
Premise Medical Service, Services specific to girls and young women who are in detention or under supervision with our department.													
Provider Name(s)													
Premise, Katherine Baldessari													

PLAN AMENDMENTS ONLY: ENTER DATE AND BRIEF NARRATIVE. DO NOT DELETE ANY PRIOR AMENDMENT HISTORY.

Amendment #1	
Amendment #2	

Other JCP Basic and Diversion Expenditures

Describe **BASIC** Programs M&S/Miscellaneous/Administration Expenditures

ENTER EXPENDITURE AMOUNTS IN THE CORRESPONDING SPACES BELOW

Describe **DIVERSION** Programs M&S/Miscellaneous/Administration Expenditures

ENTER EXPENDITURE AMOUNTS IN THE CORRESPONDING SPACES BELOW

CAUTION: DO NOT MODIFY THE CELLS OR ROWS BELOW

ONLY ENTER "OTHER" EXPENDITURE AMOUNTS IN THE APPROPRIATE SPACES

Total Budget - JCP Basic and Diversion Programs and Expenditures

Programs Subtotals	Basic	\$ 472,285	Diversion	\$ 400,732
Other Expenditures	Basic		Diversion	
Enter nearest whole amounts.	Materials & Supplies		Materials & Supplies	
Administrative expenditures must be less than or equal to 10% of programs, materials, and supplies expenditures.	Miscellaneous		Miscellaneous	
	Administration	\$ 47,000	Administration	\$ 40,000
TOTALS	JCP Basic	\$ 519,285	JCP Diversion	\$ 440,732