



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS

1:00 PM, MONDAY, SEPTEMBER 19, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

## AGENDA

**MEETING FORMAT:** The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

**Attendance/Participation** options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings)

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

**Zoom Meeting Information:** Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

**For Public Hearings,** the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

## ACTION ITEMS

1. **1:05 PM** ARPA Grant Status Update: Mountain Star Childcare Expansion
2. **1:35 PM** Improving Criminal Justice Responses to Domestic Violence Grant – HIV Award Condition
3. **1:55 PM** Criminal Justice Commission (CJC) Restorative Justice Grant Award for the Emerging Adult Program

## OTHER ITEMS

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

## EXECUTIVE SESSION

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

*Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.*

4. Executive Session under ORS 192.660(2)(d) - Litigation

## ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 19, 2022

SUBJECT: ARPA Grant Status Update: Mountain Star Childcare Expansion

RECOMMENDED MOTION:

Informational item

BACKGROUND AND POLICY IMPLICATIONS:

In FY21, Deschutes County was awarded ~\$38.4 million in American Rescue Plan Act (ARPA) funds through the Federal Government. On October 20, 2021, the Board of Commissioners approved a \$600,000 grant award to Mountain Star Family Relief Nursery for Childcare Expansion. During the July 20, 2022 Board meeting, Commissioners requested an update on childcare projects that received ARPA funding. This is the second in the series of childcare project updates.

During the September 19 Board meeting, Kara Tachikawa will provide the Board with an update on progress made on the Mountain Star childcare expansion project. The written update is attached to this memo.

BUDGET IMPACTS:

None.

ATTENDANCE:

- Kara Tachikawa, Mountain Star
Laura Skundrick, Management Analyst
Dan Emerson, Budget Manager



## **Expanding Childcare in Deschutes County – Update August 30, 2022**

### **Redmond Site Renovation Update**

MountainStar is grateful for the American Rescue Plan Act (ARPA) funding we received through the Deschutes County Board of County Commissioners to help us to renovate our Redmond center and expand services in the Redmond community. ARPA funding in the amount of \$50,000 partially funded this renovation project, and we are happy to report that the remodel at our Redmond center is now complete. Funding allowed us to renovate the garage at our current site as we prepare to add 10 Preschool Promise slots for children ages 3-5 years old. We plan to begin serving these children in the new classroom space before the end of September. Thanks to this funding, we were able to renovate the property and expand high-quality early childhood care and education in Redmond.

### **La Pine New Site Update**

We are also very grateful for the ARPA funding we received through the Deschutes County Board of County Commissioners to help develop our new site in La Pine. We have purchased land and have signed a contract with a modular manufacturer. We are currently in the permitting process with the City of La Pine and will soon submit permitting documents to the County. The construction project timeline has been a bit delayed, and we are now hoping to have the site ready to open in January 2023. The budget for the project has also grown steadily, so we have secured over \$200,000 in private funding towards construction. We have secured additional funding for operations and have been able to open two new staff positions in La Pine. Over the fall we will be hiring three more staff members in this community. Until the facility opens, these staff will provide home visits, host play groups, deliver learning activities, and assist with connections to community resources in South Deschutes County.

Contacts for more information:

- Kara Tachikawa – Executive Director; (541) 508-8410; [KaraT@mtstar.org](mailto:KaraT@mtstar.org)
- Tobiah Brown – Program Director; (541) 322-6820; [TobiahB@mtstar.org](mailto:TobiahB@mtstar.org)



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 19, 2022

SUBJECT: Improving Criminal Justice Responses to Domestic Violence Grant – HIV Award Condition

RECOMMENDED MOTIONS: Move to approve the signing of Deschutes County’s HIV Compliance Plan to meet the ICJR DV grant’s award condition.

BACKGROUND AND POLICY IMPLICATIONS:

The Department of Justice requires recipients of an Improving Criminal Justice Responses to Domestic Violence grant to comply with 34 U.S.C. 1046 (d) which is concerned with the testing of individuals charged with or convicted of sexual assault for HIV. This testing is supposed to occur within 48 hours of arraignment. By not meeting this requirement, grantees are unable to draw down 5% of their grant award funding.

Although ORS 135.139 does provide notice of availability of testing for HIV to a person charged with a crime, Oregon’s law does not meet the 48-hour requirement. Due to this discrepancy the high risk DV team was unable to meet the award condition under our 2018 ICJR DV grant and lost the ability to draw down \$22,000.

In hopes of not losing 5% of our 2021 ICJR grant, the DA’s Office has drafted a plan outlining how we would request HIV testing of high risk offenders at arraignment to achieve the time constraint, while also not violating Oregon law. We have met with the Circuit Court to discuss our plan and believe it fulfill the DOJ’s requirements.

To have our planned reviewed by the DOJ, we must submit documentation of our state law and office policies, along with a cover letter signed by the BOCC.

Included is a copy of the HIV compliance cover letter and our supporting documentation on how ORS 135.139 and the DA’s Office’s updated policies and procedures will enable us to meet the DOJ’s HIV Certification award condition.

**BUDGET IMPACTS:**

If DOJ agrees that our updated policies allow us to meet the expectations of 34 U.S.C 1046 (d), we will be able to draw down our full grant award, totaling \$488,435. If we are unable to meet this award condition, we will lose access to about \$23,000 of the grant, which will impact both the DA's Office and Saving Grace's ability to achieve our full program goals.

**ATTENDANCE:**

Stacy Neil, DDA

Kathleen Meehan Coop, Management Analyst

# HONORING A VICTIM'S RIGHT TO HAVE DEFENDANT TESTED FOR HIV AND OTHER COMMUNICABLE DISEASES (ORS 135.139)

Oregon Department of Justice Crime Victims' Services Division

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How to Comply with Multiple Agency Requirements and Get a  
Speedy Result for Crime Victims

*November 2015*

*A Product of the Attorney General's Task Force on Victims' Rights Enforcement*



# HONORING A VICTIM'S RIGHT TO HAVE DEFENDANT TESTED FOR HIV AND OTHER COMMUNICABLE DISEASES

## How to Comply with Multiple Agency Requirements and Get a Speedy Result for Crime Victims

The justice system is committed to full implementation of all of Crime Victims' Rights as embodied in Oregon law. Therefore, it is in the best interest of all that we create a comprehensive approach to ensuring that ORS 135.139 be applied consistently and efficiently throughout the State of Oregon.

### **ORS 135.139(1) provides:**

“When a person has been charged with a crime in which it appears from the nature of the charge that the transmission of body fluid from one person to another may have been involved, the district attorney, upon the request of the victim or the parent or guardian of a minor or incapacitated victim, shall seek the consent of the person charged to submit to a test for HIV and any other communicable disease. In the absence of such consent or failure to submit to the test, the district attorney may petition the court for an order requiring the person charged to submit to a test for HIV and any other communicable disease.”

Thus, under ORS 135.139(1), a victim's right to obtain an order compelling testing attaches upon the charging of a crime involving “the transmission of a body fluid from one person to another”. After charging and prior to conviction, and upon the request of a victim, a district attorney may seek consent of the defendant to submit to testing. If the defendant does not consent, “the district attorney may petition with the court for an order” and “the court shall order the testing if the court determines there is probable cause to believe that” “the person charged committed the crime” and that the victim “has received substantial exposure.” ORS 135.139(2)(b).

After a conviction is obtained, ORS 135.139(3) provides that, “the court shall seek the consent of the convicted person to submit to a test for HIV and other communicable diseases. In the absence of such consent or failure to submit to the test, the court shall order the convicted person to submit to the test if the victim of the crime, or a parent or guardian of the victims, request the court to make such order”.

\*\*\*Please note for information on a juvenile court's authority to order HIV testing involving **youth offenders** who have been found within the jurisdiction of the juvenile court refer to **ORS 419C.475**

### **Frequently Asked Questions**

Below we highlight a few questions that arose during the writing of this paper.

- **Who has access to the test results?** When a test is ordered under ORS 135.139(4) subsection (2) or (3) of this section, the victims of the crime or a parent or guardian of the victim if they are a minor, shall designate an attending physician to receive such information on behalf of the victim. ORS 135.139(4). The result of any test ordered under this law is not a public record and shall be available only to the



victim, the parent or guardian of a minor or incapacitated victim, the attending physician who is licensed to practice medicine, the Department of Human Services (DHS) and the person tested. ORS 135.137(4). The results of tests or reports, or information therein, obtained shall be confidential and shall not be divulged to any person not authorized by this section to receive the information. Any violation of this provision is a Class C misdemeanor. ORS 135.139(11). Any notices of test results should refer to those statutory requirements.

- **Is a second test always necessary?** Scientific literature<sup>1</sup> indicates advances in the technology of HIV testing have significantly shortened the window periods for the tests; therefore, the need for a second test at six months may not be necessary in many cases.
- **Who is responsible for payment of the testing?** The Crime Victims Compensation Program (CVCP) will pay for the testing of the defendant.
- **How is communicable disease defined?** While communicable disease is not directly defined in the statute common communicable diseases are identified in the community standards. One may argue the need for a specific test and identify it in the request or court order. Hepatitis C would be an example.
- **What if an offender refuses to undergo testing?** This is a very rare occurrence; however, should the need arise there are mechanisms in place to insure compliance with a valid court order.

**Where Do We Go From Here?**

Successfully crafting and incorporating a new process into current procedures takes time and resources to accomplish. This document offers guidance while leaving it to the individual agency to use in the way that best works for the agency. Included:

- suggested language for Petition and Order for testing
- sample consent form
- current Contact Information for District Attorney Victim Assistance Programs
- endorsement to use these solutions statewide

The guidance and sample documents supplied here will allow agencies to follow the law, respond with speed and consistency and minimize the potential for re-victimization and exposure to violating the rights of a crime victim. We encourage you to share this information with others who may benefit.

\*\*\*Each agency must adhere to any statutory requirements or court mandates that apply to them.

**Guidance and Sample Forms**

**DDA** – During the law enforcement investigation process, under appropriate circumstances consent can be sought. When this right is requested by a victim or guardian, the DDA will seek the consent of the person charged through their defense counsel. In many cases the charged person will consent thereby speeding up the process of testing and ultimately the availability of results to the victim. If one cannot obtain voluntary consent the DDA may use the attached sample petition and order. The signed order should be sent to the appropriate

<sup>1</sup> <http://www.bcmj.org/bc-centre-disease-control/don%E2%80%99t-wait-test-hiv>  
5345859-v2

holding facility immediately so that testing can commence. When possible, the cost of testing and any counseling for the victim, should the test prove positive, should be ordered as restitution to the appropriate party.

Sample Petition & Order included at end of document.  
Sample Consent Form included at end of document.

**Judges** – Availability of testing should be a part of the standard information provided by judges to any victims at the time of appearance when there may have been transmission of body fluids. A Judge may refer the victim to the District Attorney Victim Assistance Program or Victims’ Rights Attorney for a full discussion of this right. HIV/Communicable Disease testing needs to be a routine condition of probation in appropriate cases and should continue to be included in uniform criminal judgments.

**Holding Facilities/Supervising Agency** – If the facility/supervising agency wishes to bill Crime Victims Compensation for the testing send the invoice along with a copy of the written consent or court order to 1162 Court Street Salem OR 9733. If the facility/supervising agency has no means to perform the testing the defendant may be taken to a local clinic.

PLEASE NOTE: If the facility/supervising agency requires assistance to determine the designated physician/medical recipient of the test results they may contact the District Attorney’s Office Victim Assistance Program for assistance. See the link below for contact information.  
<http://www.doj.state.or.us/victims/pages/assistance.aspx>

**Medical Personnel** – Follow the standards, policies and procedures set by county or state facility, which generally include a blood draw to test for diseases identified in the community standards or other specific test identified in the request or court order.

ORS 135.139(9) – (10) provide that medical personnel must do the draw, and that no person doing the draw in a “reasonable manner according to generally accepted medical practices “ shall be civilly or criminally liable for doing so.

**Advocates** – If the person charged is not available to undergo testing, the victim may wish to apply for crime victim’s compensation to cover the cost of undergoing testing him/herself. All of the standard application rules apply.

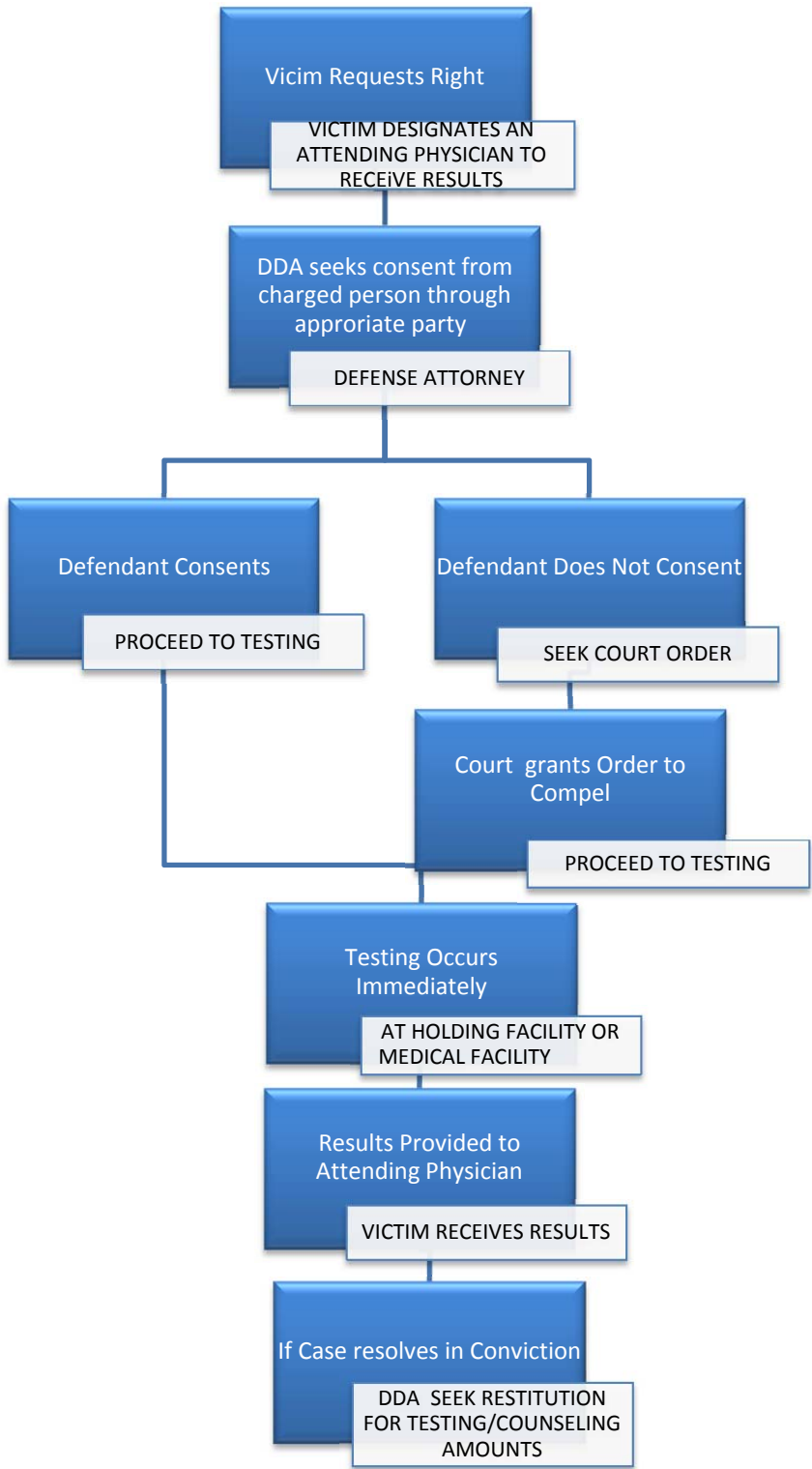
If the victim does not have a physician or does not wish to name their physician as recipient of test results, advocates can provide information about local community clinics or other appropriate community resources that can fulfill this function.

For the purpose of delivering test results, provide victim designated attending physician information to appropriate agency upon request.

**Training**

In order to provide the best services to victims and to manage cases most effectively, it is incumbent upon agencies to ensure personnel are regularly and appropriately trained in Crime Victims’ Rights.

# Flowchart





IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF XXXXXX

STATE OF OREGON,	)	NO: _____
Plaintiff,	)	
	)	ORDER FOR HIV / COMMUNICABLE DISEASE
_____	)	TESTING PURSUANT TO ORS 135.139
Defendant.	)	

THIS MATTER coming before the Court on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on the above-entitled case, and the Court having considered the issue of the transmission of bodily fluids pursuant to ORS 135.139 and the Court now being fully advised in the premises;

THE COURT DETERMINES:

- There is probable cause to believe that person charged committed the crime     Defendant has been found guilty
- There is probable cause to believe that the victim received a substantial exposure as defined by rule of the Oregon Health Authority.

IT IS HEREBY ORDERED:

- Defendant shall be tested immediately upon receipt of this order and, if required in six months, to submit to said testing.
- Jail, Community Corrections, Oregon Department of Corrections or other holding facility shall provide the appropriate medical provider to draw blood for said testing.
- The results of the testing shall be forwarded to the victims' designated physician/medical agency, known to the District Attorney.

IT IS FURTHER ORDERED:

- Said testing is a condition of sentencing and Defendant shall provide proof of compliance with the above procedure to appropriate prison authority, supervising probation, parole or post-prison supervision officer within \_\_ days of this order.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Circuit Court Judge

\_\_\_\_\_  
Print Name

**(YOUR LAW ENFORCEMENT HEADING)**

**CONSENT TO SEARCH**

I, \_\_\_\_\_, understand the police do not have a court order.  
(print name)

I understand that I have the right to refuse the collection of blood for the purpose of determining the presence of HIV or other communicable diseases. Should I give consent to this collection, I have the right to stop the collection at any time unless a court order is obtained.

I am voluntarily authorizing medical personnel to collect blood samples for the purpose of testing for HIV or other communicable diseases and forwarding the results to the victims' designated physician/medical agency, known to the District Attorney.

I have read the above and understand the contents. I have not been threatened or coerced and no promises have been made to cause me to consent to this collection.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness 2: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Served by 1: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Case Number: \_\_\_\_\_

## Arrest and Pretrial Provisions

### **ORS 135.139**

## **Notice of availability of testing for HIV and other communicable diseases to person charged with crime**

- **when court may order test**
- **victim's rights**
- **disclosure of test results**
- **penalties**

- 
- (1) When a person has been charged with a crime in which it appears from the nature of the charge that the transmission of body fluids from one person to another may have been involved, the district attorney, upon the request of the victim or the parent or guardian of a minor or incapacitated victim, shall seek the consent of the person charged to submit to a test for HIV and any other communicable disease. In the absence of such consent or failure to submit to the test, the district attorney may petition the court for an order requiring the person charged to submit to a test for HIV and any other communicable disease.
- (2) (a) At the time of an appearance before a circuit court judge on a criminal charge, the judge shall inform every person arrested and charged with a crime, in which it appears from the nature of the charge that the transmission of body fluids from one person to another may have been involved, of the availability of testing for HIV and other communicable diseases and shall cause the alleged victim of such a crime, if any, or a parent or guardian of the victim, if any, to be notified that testing for HIV and other communicable diseases is available. The judge shall inform the person arrested and charged and the victim, or parent or guardian of the victim, of the availability of counseling under the circumstances described in subsection (7) of this section.
- (b) Notwithstanding the provisions of ORS 433.045 (Notice of HIV test required), if the district attorney files a petition under subsection (1) of this section, the court shall order the person charged to submit to testing if the court determines there is probable cause to believe that:
- (A) The person charged committed the crime; and
  - (B) The victim has received a substantial exposure, as defined by rule of the Oregon Health Authority.
- (3) Notwithstanding the provisions of ORS 433.045 (Notice of HIV test required), upon conviction of a person for any crime in which the court determines from the facts that the transmission of body fluids from one person to another was involved and if the person has not been tested pursuant to subsection (2) of this section, the court shall seek the consent of

the convicted person to submit to a test for HIV and other communicable diseases. In the absence of such consent or failure to submit to the test, the court shall order the convicted person to submit to the test if the victim of the crime, or a parent or guardian of the victim, requests the court to make such order.

- (4)** When a test is ordered under subsection (2) or (3) of this section, the victim of the crime or a parent or guardian of the victim, shall designate an attending physician, a physician assistant licensed under ORS 677.505 (Application of provisions governing physician assistants to other health professions) to 677.525 (Fees) or a nurse practitioner licensed under ORS 678.375 (Nurse practitioners) to 678.390 (Authority of nurse practitioner and clinical nurse specialist to write prescriptions or dispense drugs) to receive such information on behalf of the victim.
- (5)** If an HIV test results in a negative reaction, the court may order the person to submit to another HIV test six months after the first test was administered.
- (6)** The result of any test ordered under this section is not a public record and shall be available only to:

  - (a)** The victim.
  - (b)** The parent or guardian of a minor or incapacitated victim.
  - (c)** The attending physician, physician assistant or nurse practitioner.
  - (d)** The Oregon Health Authority.
  - (e)** The person tested.
- (7)** If an HIV test ordered under this section results in a positive reaction, the individual subject to the test shall receive post-test counseling as required by the Oregon Health Authority by rule. The results of HIV tests ordered under this section shall be reported to the authority. Counseling and referral for appropriate health care, testing and support services as directed by the Director of the Oregon Health Authority shall be provided to the victim or victims at the request of the victim or victims, or the parent or guardian of a minor or incapacitated victim.
- (8)** The costs of testing and counseling provided under subsections (2), (3) and (7) of this section shall be paid through the compensation for crime victims program authorized by ORS 147.005 (Definitions) to 147.367 (Services to victims of acts of mass destruction) from amounts appropriated for such purposes. Restitution to the state for payment of the costs of any counseling provided under this section and for payment of the costs of any test ordered under this section shall be included by the court in any order requiring the convicted person to pay restitution.
- (9)** When a court orders a convicted person to submit to a test under this section, the withdrawal of blood may be performed only by a physician licensed under ORS chapter 677, a physician assistant licensed under ORS 677.505 (Application of provisions governing physician assistants to other health professions) to 677.525 (Fees) or a nurse practitioner licensed under ORS 678.375 (Nurse practitioners) to 678.390 (Authority of nurse practitioner and clinical nurse specialist to write prescriptions or dispense drugs), or by another licensed health care provider acting within the provider's licensed scope of practice or acting under the supervision of a physician licensed under ORS chapter 677, a physician assistant licensed under ORS 677.505 (Application of provisions governing physician assistants to other health professions) to 677.525 (Fees) or a nurse practitioner licensed



ORS 135.139 - Notice of availability of testing for HIV and other communicable diseases to person charged with crime under ORS 678.375 (Nurse practitioners) to 678.390 (Authority of nurse practitioner and clinical nurse specialist to write prescriptions or dispense drugs).

- (10)** No person authorized by subsection (9) of this section to withdraw blood, no person assisting in the performance of the test nor any medical care facility where blood is withdrawn or tested that has been ordered by the court to withdraw or test blood shall be liable in any civil or criminal action when the act is performed in a reasonable manner according to generally accepted medical practices.
- (11)** The results of tests or reports, or information therein, obtained under this section shall be confidential and shall not be divulged to any person not authorized by this section to receive the information. Any violation of this subsection is a Class C misdemeanor.
- (12)** As used in this section:
- (a)** "HIV test" means a test as defined in ORS 433.045 (Notice of HIV test required).
  - (b)** "Parent or guardian of the victim" means a custodial parent or legal guardian of a victim who is a minor or incapacitated person.
  - (c)** "Positive reaction" means a positive HIV test with a positive confirmatory test result as specified by the Oregon Health Authority.
  - (d)** "Transmission of body fluids" means the transfer of blood, semen, vaginal secretions or other body fluids identified by rule of the authority, from the perpetrator of a crime to the mucous membranes or potentially broken skin of the victim.
  - (e)** "Victim" means the person or persons to whom transmission of body fluids from the perpetrator of the crime occurred or was likely to have occurred in the course of the crime. [1989 c.568 §1; 1993 c.331 §1; 1999 c.967 §1; 2009 c.595 §92; 2014 c.45 §21]

Note: 135.139 (Notice of availability of testing for HIV and other communicable diseases to person charged with crime) was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 135 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

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Location: [https://oregon.public.law/statutes/ors\\_136.425](https://oregon.public.law/statutes/ors_136.425).

Original Source: § 136.425 — Confessions and admissions; corroboration; defendant's conduct in relation to declaration or act of another, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors136.html](https://www.oregonlegislature.gov/bills_laws/ors/ors136.html) (last accessed Jun. 26, 2021).



## John Hummel District Attorney

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### DCDA Procedure for Charged Domestic Violence Cases-HIV Testing

#### Victim Request for HIV Testing

Under ORS 135.139 (1), a victim has a right to obtain an order compelling testing when a defendant is charged with a crime in which it appears from the nature of the charge that the transmission of body fluids from one person to another may have been involved. ORS 135.139 (1)

- a. ORS 135.139(3); however, only provides that, “the court shall seek the consent of the convicted person to submit to a test for HIV and other communicable diseases. In the absence of such consent or failure to submit to the test, the court shall order the convicted person to submit to the test if the victim of the crime, or a parent or guardian of the victims, request the court to make such order”

To provide victims with more timely information pursuant of 34 U.S.C. 10461 (d), which states:

*(a) the state or unit of local government at the request of a victim to administer to a defendant, against whom an information or indictment is presented for a crime in which by force or threat of force the perpetrator compels the victim to engage in sexual activity, testing for the immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented and the defendant is in custody or has been served with the information or indictment;*

*(b) as soon as practicable notification to the victim, or parent and guardian of the victim, and the defendant of the testing results; and*

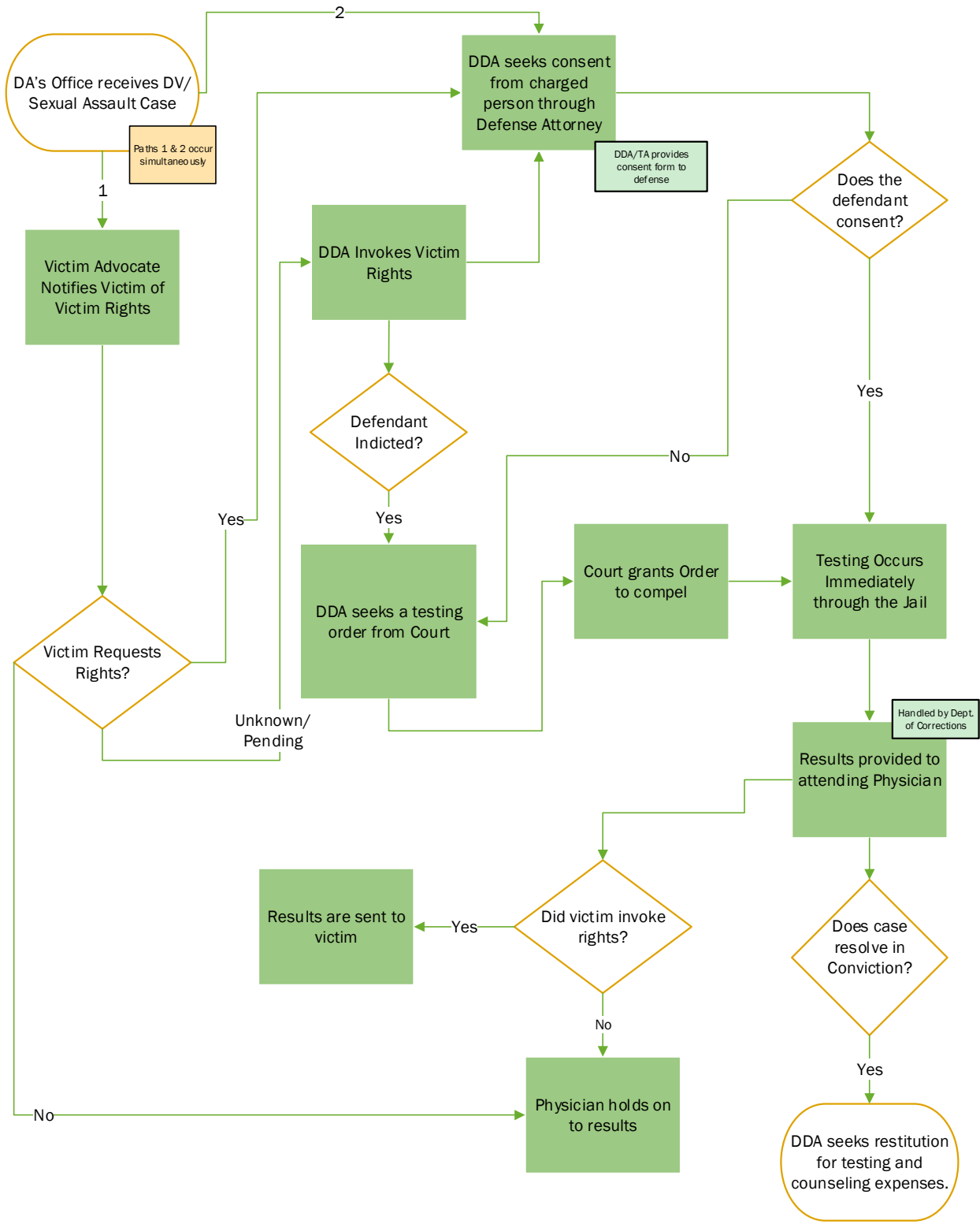
*(c) follow-up tests for HIV as may be medically appropriate, and that as soon as practicable after each such test the results be made available in accordance with subparagraph (b)*

The Deschutes County District Attorney’s Office shall implement the following procedures.

1. Through the Deschutes County District Attorney’s Office Victim Advocate Program, a victim advocate (VAP), will contact the victim to inform them of their rights.
  - a. VAP will call the victim to inform them of their rights.
  - b. VAP will assist the victim in completing the [Victim Rights Request Form](#), if needed.
  - c. VAP will immediately document request, date and time, and physician designated by victim to receive results.
    - i. Request shall be communicated by the victim advocate to the assigned DDA and Trial Assistant as a priority reminder and email.

2. Upon the request of the victim or the parent or guardian of a minor or incapacitated victim, the assigned Deputy District Attorney (DDA) shall seek the consent of the person charged to submit to a test for HIV and any other communicable disease.
  - a. If DDA is unavailable, request should be sent to Supervisor or Chief Deputy.
3. DDA immediately requests consent from charged person through defense attorney.
  - a. The DDA/TA will provide the defense attorney with the [Consent to Search form](#).
  - b. If unrepresented, DDA will request a hearing for purposes of seeking consent or submitting court order.
4. In the absence of such consent or failure to submit to the test, the district attorney *shall* petition the court for an order pursuant to ORS 135.139, requiring the person charged to submit to a test for HIV and any other communicable disease, if the statutory criteria is met for the request.
  - a. The DDA will Seek a [court order for HIV/Communicable Disease testing](#), and will use the HIV/Communicable Testing Form.
  - b. The court order will be shared with the jail
5. Actions 1-4 shall be taken immediately or as soon as possible and not later than 48 hours after the date on which the information or indictment is presented and defendant is in custody or has been served with the information or indictment.
  - a. Actions may occur simultaneously to meet objective.
6. Crime Victims Compensation (CVC) Program will pay for testing of the defendant.
  - a. During the SANE exam, the SANE nurse typically applies to CVC for the victim, but should this not occur, VAP will assist the victim with completing the CVC request.
  - b. DDA will seek restitution for HIV testing, if CVC has paid.
7. Test results are not a public record and disclosure is limited by ORS 135.139.
  - a. Department of Corrections contacts VAP to notify them that test results are available, and VAP informs them of who that victim has requested to have the test results sent.
  - b. As soon as practical notification of the testing results will be provided to the victim, or parent and guardian of the victim (that has wants to know), and defendant.
    - i. If the victim has indicated that the results not be provided to them, the results of said test will be kept by the assigned physician.
  - c. As medically appropriate, follow-up testing for HIV, will be provided as soon as practical after the presented test results, and those test results will be made available.

### Deschutes County Felony DV/Sexual Assault HIV Testing Flow Chart



# VICTIM RIGHTS REQUEST FORM

**PLEASE COMPLETE AND RETURN THIS FORM WITHIN 14 DAYS.**

For assistance with this form, please call our office. We will stop providing notice to you if we do not receive this form back within 14 days. Please note, you can still assert your rights after that period by getting in touch with our office.

**Opt Out:**

- I choose not to assert my rights at this time. This means I do not want notification of what happens in the case. I understand that I can still be subpoenaed in this case even if I choose not to assert my rights.

**Constitutional Rights:**

I request that the prosecuting attorney assert and enforce the following constitutional rights:

- To be present and heard regarding release and sentencing.
- To obtain information regarding conviction, prior record, and release date.
- To refuse interview, deposition, or other discovery request by the defendant.
- To receive prompt restitution.
- To have a copy of the transcript/audio recording of any court proceeding in the case.
- To be reasonably protected from the defendant.
- To have as a release consideration the protection of the victim.

**Notification Rights:**

- To be informed in advance of all critical stages of the proceeding. *[Or. Const. Art. I, Sec. 42(1) (A)]* This means Victims Assistance will provide me advanced notice of hearings in this case.
- To be informed in advance about probation revocation hearings. *[ORS 137.545(11) (a)]*

**DUII Specific:**

- In a DUII automobile collision case, at the (Deputy) District Attorney’s discretion, information about the case given to the defendant is also shared with me. *[ORS 135.857]*
- In a DUII case involving property damage, the victim of the property damage has a right to be present and to be heard at any hearing on a petition for a diversion agreement. *[ORS 813.222]*

**Sexual Assault Specific Crimes:**

- If the crime involved the transmission of body fluids, testing of the defendant for HIV and other communicable diseases. *[ORS 135.139]*  
*Provide name and address of Doctor to receive test results:*
- To limit copying or distribution of visual or audio recordings of sexual conduct by a child or invasion of personal privacy. *[ORS 135.873(5) & (6)]*
- In a sex offense case, to prohibit court coverage by media television, photography or recording. *[UTCR 3.180]*

**Person Specific Crimes:**

- In a violent felony case, that the (Deputy) District Attorney consult with me before making a plea offer and before entering into a final plea agreement.  
[Or. Const. Art. 1, Sec 42(1) (f)] [ORS 147.512(2) (a)]
- In a person crime or burglary in the first degree case, to have ongoing involvement in any court actions after conviction including reasonable, accurate and timely notice from the Department of Justice when an appeal, post-conviction or federal habeas proceedings started; to attend and be heard at certain public hearings related to the proceedings; to consult with the state and receive other details of the case and your participation by contacting the Department of Justice (DOJ); and to be informed by the DOJ of the outcome. [ORS 138.627, 144.750, 147.433, 147.438, 161.326, 419C.531]

**Other:**

- That the court provide an interpreter at no charge if I attend a hearing [ORS 45.275]

**PLEASE COMPLETE AND RETURN THIS FORM WITHIN 14 DAYS.**

For assistance with this form, please call our office. We will stop providing notice to you if we do not receive this form back within 14 days. Please note, you can still assert your rights after that period by getting in touch with our office.

Court Case #: \_\_\_\_\_

DA #: \_\_\_\_\_

Victim Name: Your Business Name

Date: \_\_\_\_\_

Parent/Guardian (if minor victim) or Business Contact: \_\_\_\_\_

Phone: _____	Alt. Phone (List type): _____
Mailing Address: _____	
City: _____	State: _____ Zip: _____
Physical Address _____	
City: _____	State: _____ Zip: _____

(YOUR LAW ENFORCEMENT HEADING)

# CONSENT TO SEARCH

I, \_\_\_\_\_, understand the police do not have a court order.  
(print name)

I understand that I have the right to refuse the collection of blood for the purpose of determining the presence of HIV or other communicable diseases. Should I give consent to this collection, I have the right to stop the collection at any time unless a court order is obtained.

I am voluntarily authorizing medical personnel to collect blood samples for the purpose of testing for HIV or other communicable diseases and forwarding the results to the victims' designated physician/medical agency, known to the District Attorney.

I have read the above and understand the contents. I have not been threatened or coerced and no promises have been made to cause me to consent to this collection.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness 2: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Served by 1: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Case Number: \_\_\_\_\_

**IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF DESCHUTES**

STATE OF OREGON, ) NO:  
Plaintiff, )  
 ) ORDER FOR HIV / COMMUNICABLE DISEASE  
 ) TESTING PURSUANT TO ORS 135.139  
Defendant. )

**THIS MATTER** coming before the Court on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on the above-entitled case, and the Court having considered the issue of the transmission of bodily fluids pursuant to ORS 135.139 and the Court now being fully advised in the premises;

**THE COURT DETERMINES:**

- There is probable cause to believe that person charged committed the crime
- Defendant has been found guilty
- There is probable cause to believe that the victim received a substantial exposure as defined by rule of the Oregon Health Authority.

**IT IS HEREBY ORDERED:**

- Defendant shall be tested immediately upon receipt of this order and, if required in six months, to submit to said testing.
- Jail, Community Corrections, Oregon Department of Corrections or other holding facility shall provide the appropriate medical provider to draw blood for said testing.
- The results of the testing shall be forwarded to the victims’ designated physician/medical agency, known to the District Attorney.

**IT IS FURTHER ORDERED:**

- Said testing is a condition of sentencing and Defendant shall provide proof of compliance with the above procedure to appropriate prison authority, supervising probation, parole or post-prison supervision officer within \_\_ days of this order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Circuit Court Judge

\_\_\_\_\_

Print Name





# John Hummel District Attorney

1164 NW Bond Street • Bend, Oregon 97701  
(541) 388-6520 • Fax: (541) 330-4691  
Grand Jury Fax: (541) 330-4698  
www.dceda.us

September 19, 2022

Amanda Wilson  
ICJR Program Officer  
Office on Violence Against Women  
145 N Street, NE Suite 10 W.121  
Washington, DC 20530

Re: HIV Certification

Dear Ms. Wilson:

I certify that Oregon’s laws regulations and our internal policies bring Deschutes County into compliance with the requirements of 34 U.S.C. § 10461(d).

Specifically, ORS 135.139 requires:

- (1) When a person has been charged with a crime in which it appears from the nature of the charge that the transmission of body fluids from one person to another may have been involved, the district attorney, upon the request of the victim or the parent or guardian of a minor or incapacitated victim, shall seek the consent of the person charged to submit to a test for HIV and any other communicable disease. In the absence of such consent or failure to submit to the test, the district attorney may petition the court for an order requiring the person charged to submit to a test for HIV and any other communicable disease.*
- (2) At the time of an appearance before a circuit court judge on a criminal charge, the judge shall inform every person arrested and charged with a crime, in which it appears from the nature of the charge that the transmission of body fluids from one person to another may have been involved, of the availability of testing for HIV and other communicable diseases and shall cause the alleged victim of such a crime, if any, or a parent or guardian of the victim, if any, to be notified that testing for HIV and other communicable diseases is available. The judge shall inform the person arrested and charged and the victim, or parent or guardian of the victim, of the availability of counseling under the circumstances described in subsection (7) of this section.*

We meet the 48-hour requirement through the District Attorney policies and procedures and have discussed our plan with our presiding judge. Attached is documentation on the District Attorney’s Office plans that support our certification.

- Honoring a Victim's Right to have defendant tested for HIV and other communicable diseases
- ORS 135.139 – Notice of availability of testing for HIV and other communicable diseases to person charged with crime.
- DCDA's Procedure for Charged Domestic Violence Cases-HIV Testing
  - Deschutes County's Felony DV/Sexual Assault HIV Testing flowchart.
  - Victim Rights Request Form
  - Consent to Search template
  - Court Order for HIV / Communicable Disease Testing

Please contact Deschutes County Chief Deputy District Attorney, Mary Anderson ([mary.anserson@dca.us](mailto:mary.anserson@dca.us), 541-388-6520) if you need additional information or have any questions.

Sincerely,

Patti Adair  
Chair, Deschutes County Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 19, 2022

SUBJECT: Criminal Justice Commission (CJC) Restorative Justice Grant Award for the Emerging Adult Program

RECOMMENDED MOTIONS: Move to approve the acceptance of the 2021 Criminal Justice Commission (CJC) Restorative Justice Grant Award for the Emerging Adult Program.

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney's Office in partnership with local community-based organizations has applied for funding to expand the Emerging Adult Program (EAP) to improve the way the criminal justice system handles young adults who have engaged in criminal activity. The DA's Office EAP pilot, which is still running, is showing initial results that indicate the program is having a positive impact. Through these grant funds we will be able to expand the program to allow to test the concept further.

Phase II of the EAP, which will offer a restorative justice opportunity to 50 young adults, expand the criteria for eligibility, improve victim services, and enhance our community partnerships.

The DA's Office will oversee the identification and initial review of cases to determine preliminary eligibility, and will coordinate the community volunteers that will implement 25 restorative justice circles for the young adults (responsibly parties) involved in crimes where the harmed party waives their involvement, typically corporate victims.

Community Solutions of Central Oregon (CSCO) will oversee and implement 25 restorative justice circles that involve a harmed party that wants to be engaged in the process. These circles require a professional mediator. CSCO will also handle the payments of the program's community facilitators and will manage the distribution of the EAP restitution assistance fund.

Thrive Central Oregon (TCO) will provide case management to the harmed and responsible parties on all 50 cases, and will manage the EAP victim/offender support fund.

Our goals for this second phase of the EAP include:

1. Reduce the three-year recidivism rate for young adults participating in the program by 30%.
2. Improve community safety by redirecting 50 young adults per year into a program that increases education and/or employment opportunities.
3. Improve victim outcomes by connecting victims to social services and increasing the likelihood of receiving restitution by 50%.
4. Eliminate the need for approximately 120 court hearings.

Included is our budget resolution, the proposal narrative, and the CJC award agreement.

**BUDGET IMPACTS:**

The two-year grant award is for \$935,978.72 with the majority of the funding being allocated for personnel and contracts with two primary sub-awardees Community Solutions of Central Oregon (\$331,930.56) and Thrive Central Oregon (\$182,060).

The personnel funds (\$410,438.16) will be used to pay for the 0.5 FTE DDA, 0.5 FTE PDT and 0.5 FTE VA. These positions have been posted.

The grant was not projected in the DA Office’s FY23 budget, and the funds will all be distributed in FY23, but will these funds will cover project costs over three fiscal years.

The grant technically ends December 2023, but due to the late distribution of grant funding within this biennium, CJC is expecting a request for a non-cost extension to allow for two full years of implementation, which will extend the project into FY25.

**ATTENDANCE:**

Kathleen Meehan Coop, Management Analyst

Deschutes County  
Supplemental Budget Request

**RESOURCES**

Item	Line Number MUNIS number	Description	Current Budgeted Amount	To (From)	Revised Budget
1	0011150 334012	State Grant Restorative Justice Grant Program	72,128	935,979	1,008,107
2	0011150 334012	Transfer Out to 2121150 Restorative Justice Grant Program		(109,347)	(109,347)
<b>TOTAL</b>			<b>-</b>	<b>826,632</b>	<b>898,760</b>

**REQUIREMENTS**

Item	Line Number (HTE 14 digit code)	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
2	0011150 410101	Personnel	Regular Salaries	5,677,747	76,910	5,754,657
3	0011150 420101	Personnel	Health Insurance	1,086,064	24,331	1,110,395
4	0011150 420301	Personnel	FICA	408,210	5,884	414,094
5	0011150 420201	Personnel	PERS	1,188,216	17,612	1,205,828
6	0011150 420501	Personnel	Unemployment	21,936	570	22,506
7	0011150 420401	Personnel	Workers' Compensation	29,968	424	30,392
8	0011150 420601	Personnel	Life & LTD	19,835	648	20,483
9	0011150 450510	Materials & Services	Printing & Binding	5,000	1,000	6,000
10	0011150 450040	Materials & Services	Education & Training	22,400	5,550	27,950
13	0011150 450920	Materials & Services	Grants & Contribution (Passthrough)	10,913	518,991	529,904
14	0011150	Materials & Services	Contingency/ BWC	-	174,712	174,712
<b>TOTAL</b>			<b>8,470,289</b>	<b>826,632</b>	<b>9,296,921</b>	

**A supplemental budget is required for the following reason and will be used for the following purpose:**

Subsequent to the adoption the FY 2023 budget, the District Attorney's Office was awarded a CJC Restorative Justice Grant with the grant term of 7/1/2022-12/31/2023. It is projected we will receive a no-cost extension that will extend this grant until 12/31/24. Funding will be received in two disbursement of \$467,989.36 (no later than Sept 30, 2022 & Jan 5, 2022). Because this grant will expend across three fiscal years, we will need to transfer the contingency accordingly to the BWC for the additional fiscal years.

Fund:  
Dept:  
Requested by:  
Date:

001
11
Jessica Chandler
9/1/2022

# Application: Deschutes County Emerging Adult Program

Kathleen Meehan Coop - kathleen.meehancoop@dcda.us  
21-23 Restorative Justice Grant Program

### Summary

**ID:** 0000000010  
**Last submitted:** Mar 24 2022 10:58 AM (PDT)

### Cover Sheet

**Completed** - Mar 23 2022

### Cover Sheet

Cover Sheet

## Grant Application Contact

### Instructions:

Provide the contact information for the primary person submitting the application.

Name	Kathleen Meehan Coop
Title/Position	Management Analyst
Organization	Deschutes County District Attorney's Office
Email	<a href="mailto:kathleen.meehancoop@dcda.us">kathleen.meehancoop@dcda.us</a>
Phone	541-317-3175

# Grant Fiscal Contact

## Instructions:

Identify the organization that will serve as the fiscal agent and funds recipient, and provide the contact information for the primary fiscal contact.

Legal Name of Organization for Payment	Deschutes County District Attorney's Office
Payment Remittance Address	1164 NW Bond St. Bend, OR 97703
Name	Kathleen Meehan Coop
Title/Position	Management Analyst
Email	<a href="mailto:kathleen.meehancoop@dcda.us">kathleen.meehancoop@dcda.us</a>
Phone	541-317-3175

## Direct Deposit

If awarded grant funds, does your organization prefer ACH payment processing (direct deposit)?

Yes

# Program Type

Identify which type of program would be funded.

**Established:**

Applicant and/or its associated entity(ies) has an existing restorative justice program (e.g., request includes expanding collaboration, increasing program capacity, or making other program improvements or changes).

**Implementation:**

Applicant and/or its associated entity(ies) has never operated a restorative justice program (i.e., there is no programmatic framework in place and requires complete buildup of program).

Established

## Narrative Questions

Completed - Mar 24 2022

## Narrative Questions

It is strongly recommended that applicants first read through all application questions and closely review the evaluation criteria provided in the Request for Grant Proposals (see Appendix A, pg. 12) before drafting responses.

Applicants with either type of program—established or implementation—must answer all questions and should read questions as applied to their program.

Example: If a prompt reads, “Describe how your program centers the experiences of those harmed and supports them in identifying solutions that promote healing.” Implementation programs may read the prompt as, “Describe how your program will center the experiences of those harmed and support those harmed in identifying solutions that promote healing.”

### Program Overview

**(1) Describe your program’s theory of change. A program’s theory of change should explain**



**the applicant program's core values and principles, desired and actual outcomes, and the forms in which those outcomes will be achieved. A theory of change should contemplate the applicant program's:**

- a. Impact: The systemic and/or long-term changes expected.
- b. Outcomes: The intended and unintended changes that are expected to occur due to the program's work.
- c. Outputs: The immediate results of the program's activities that are necessary to achieve outcomes.
- d. Activities: The activities needed to achieve outputs.
- e. Inputs: Resources or investments needed to ensure activities can occur.

**IMPACT:** The Emerging Adult Program (EAP) commits to redirecting young adults (ages 18-24)/responsible party (RP) and the parties they have harmed (HP) out of the criminal justice system into a restorative justice (RJ) alternative, pre-charge, to improve HPs and RPs experiences and outcomes. The EAP aims to: 1) Provide the RP, HP and the community an opportunity to participate in RJ circles that offer restoration and healing; 2) Improve the HP's sense that justice has been achieved by giving them a voice in what reparations are for them; 3) Allow the RP to take responsibility to repair the harm done; 4) Receive external community support and resources; 5) Reduce the lifelong impact that an arrest record has on the RP; and 6) Allow the community a voice as a party of impact, an opportunity for the RP to reintegrate back into the community, and support for the HP.

**OUTCOMES:** 50 RPs will engage in the EAP between August 2022 and December 2023 --25 cases will be referred to Community Solutions of Central Oregon (CSCO) for a victim-centered RJ Circle, and 25 cases with a corporate victim who waived involvement (CVWI) will participate in a community-facilitated RJ circle, modeled during the pilot. This two tiered approach will enable the EAP program to grow, while providing more enhanced services for cases with HPs.

**OUTPUTS:** We anticipate: 1) 75% of the RPs earning a dismissal on their case); 2) Increasing restitution payments from engaged RPs by 30%; 3) Providing HPs a voice in how their crime is addressed; 4) Offering HPs & RPs access to targeted services; 5) Preparing RPs for adulthood through hard and soft skills; and 6) Engaging HPs, RPs, and the community in the holistic impacts of restorative justice.

**ACTIVITIES:** All cases involving 18 to 24 year-old RPs will be staffed; a victim advocate & CSCO will work with and screen the HPs; regular partner case discussions; RP orientations that include a defense

attorney; HP & RP RJ circle preparation meetings; facilitated RJ Circles; follow-up Circles; a RP intervention plan; case management & access to services & resources for the HP & RP; comprehensive staff & facilitator training; and tracking outputs & outcomes.

INPUTS: EAP's target audience is often difficult to contact. Dedicated staff is needed to remain in contact with them over the course of the program for support and compliance. This requires a collaborative, multi-agency team (CBOs and system partners) to provide specialized services and regular communication amongst themselves and the RPs & HPs. Without a fully funded team, the partners will not be able to improve or expand the EAP.

The EAP pilot provided baseline indicators that RJ Circles and case management are effective, but a more victim-centered approach and enhanced community involvement will improve results. Deschutes County is specifically focusing on young adults as research indicates their brains have not fully developed--resulting in poor decision making, and they are at a point that targeted support can change their life trajectory.

**(2) Describe your program's participant eligibility criteria. If applicable, explain how your****program:**

- a. Addresses case types as defined in [OAR 213-003-0001\(14\)](#) and [OAR 213-003-0001\(15\)](#) (definitions describing person felonies and person misdemeanors);
- b. Addresses case types that carry a presumptive sentence of prison pursuant to the criteria in [OAR 213-004-0001 through OAR 213-004-0013](#) (describing the sentencing guidelines grid); or
- c. Qualifies or disqualifies program participants based on prior criminal history.

All non-charged cases involving a RP between the ages of 18-24 years old will be flagged for EAP staffing. Prior adult criminal history will not be an immediate eliminating factor. Discretion; however, will be provided to the EAP DDA on whether the severity of the criminal history may prevent consideration. All cases (felony and misdemeanor) will be considered (except sex crimes, Measure 11). Cases that are better served in one of our other diversion programs (i.e. Mental Health Court, Early Disposition, DUII diversion, etc.) will be referred to those programs. Cases will also be considered ineligible for EAP should the DDA deem the case as a "no file," allowing for immediate dismissal.

The Deschutes County Victim Advocate will connect with the HPs on all potentially eligible cases, prior to a case being marked eligible. A HP's veto will not automatically exclude a case from being eligible for the EAP, but the HP's concerns and needs will be taken into full consideration.

Following case inclusion in the EAP, the HP will be fully screened by the victim advocate and CSCO. If the HP does not wish to engage with the RP, but the case is eligible for the program, depending on the case it will be referred to a Victim-centered Circle or to a CVWI Circle, where a victim advocate and/or a surrogate will represent the HP during the Circle. Whether the HP decides to participate or not they will be connected with the Thrive Central Oregon (Thrive) case manager to discuss services.

Deschutes County is open to considering other types of crimes, case types, and criminal histories, but given prior community safety surveys, a more measured approach is the best place to start. When the EAP has substantial data we can consider expanding criteria further.

**(3) Identify and describe your program's referral source(s).**

Deschutes County DA's Office (DCDA) will be the referral source for the EAP. Our case management software (Karpel) runs a report capturing all cases with 18 to 24-year-old RPs that meet program criteria entered at intake. DDAs are trained to refer cases to EAP if inadvertently missed. This process has been successfully implemented under other externally evaluated DCDA-led pre-charge diversion programs.

The report will be reviewed daily and all cases meeting baseline criteria (age, lives in the tri-county & non-Measure 11) will be tagged - EAP referral. The tag adds a note to the case indicating it should not be charged while under EAP review.

Referred cases will be staffed by the DCDA EAP team (DDA, Program Specialist, Victim Advocate, Investigator, and a community partner or facilitator). The RP on cases deemed eligible will be contacted by the Investigator to assess their interest in participating in the EAP. The conversation will be recorded and nothing said by the RP regarding the alleged crime will be used against them in any subsequent prosecution.

All eligible cases will be shared with the EAP partners during the EAP Case Discussions. The EAP team will invite all eligible/interested RPs to attend an Orientation to learn more about the EAP, the concept of restorative justice from CSCO, and to meet with a defense attorney. CSCO will work with the victim advocate to connect with HPs to invite them to separate meetings to prepare them for the experience.

Over the course of the grant, we will look at ways to address the challenges of a pre-charge program for in-custodies. We will also consider program expansion into other crime areas when program data shows impact and success. All referred cases, eligibility status, & reason for ineligibility will be tracked.

**(4) Identify and describe your program’s service area. If applicable, explain how your program offers services that engage in and serve rural or other historically underserved regions or areas in Oregon.**

Our primary service area is Deschutes County, but includes young adult RPs that committed a crime in Deschutes County and live in Deschutes, Crook or Jefferson.

Deschutes County has a population of approximately 200,000 individuals and is a mix of urban and rural communities. Ninety-four percent of the population identifies as white alone, 8% as Hispanic, 3% as two or more races and just over 1% each for Native American and Asian. Given Deschutes County’s recent rapid population growth, our community appears to be experiencing a substantial increase in the un-housed population due to increasing rents and limited available housing. As of 2019, U.S. census data states that the percentage of persons in poverty was 8%, but that number is flagged and we expect that it could be adjusted much higher.

EAP pilot participants are by-and-large economically disadvantaged, and the majority are white men. We compared our program referral and eligible case numbers against our county’s historic referred criminal cases and our county’s demographics. This analysis showed us that our program participants matched our crime & case demographics. However, by offering program participation to RPs that live in Crook and Jefferson, we anticipate seeing an increase in the number of Native American and Hispanic individuals eligible for the program based on the demographics of those two counties.

We plan to engage our local Latino Community Association and the Confederated Tribes of Warm Springs to help us better serve the HPs and RPs of this expanded demographic. Our restorative circles involve two to three volunteer community member facilitators that are committed to the concept of restorative justice and at least one has lived experience as a RP. We plan to work with these community partners to recruit more diverse facilitators to explore ways RJ practices can be tailored to individual cultures.

**(5) Provide an overview of your program's operation and current capacity, as well as your anticipated needs to build and/or increase capacity.**

The EAP will staff 400+ cases annually; screen victims on ≈200 cases; and enroll 50 cases. These 50 RPs will participate in an EAP Orientation involving CSCO, a defense attorney and the DDA.

The victim advocate and CSCO will reconnect with the HPs, and CSCO will meet with the RPs to prepare them all for the RJ process (up to 3 individual meetings for each party). The 50 cases will be enrolled in either a CSCO victim-center RJ Circle or community-facilitated CVWI RJ Circle.

A comprehensive RP reparation/intervention plan will be established during the RJ Circles, and three follow-up Circles will be scheduled by the assigned agency and hosted over a six-month period.

After each initial circles, Thrive will begin case management to support and assist both the HP and the RP. Other external partners will be contacted by Thrive to provide direct services.

At the end of the six-months, if the RP has not reoffended, completed the action items outlined in the individualized intervention plan, and attended all their RJ Circles, the case will be dismissed. See attached preliminary flowcharts for additional details and partner letters of support.

During the pilot, available staff was a critical issue, which resulted in EAP meetings being frequently canceled, only 100 cases being reviewed and 9 young adults enrolled. To achieve our EAP goals a dedicated EAP part-time DDA, Program Specialist and Victim Advocate will be hired. Half the RJ Circles will be facilitated by CSCO (victim-centered cases) and half by the community-member facilitators (CVWI cases). CSCO will also be expanding their professional facilitator team, hiring a program coordinator and offering comprehensive training, mentorship and support for all the community facilitators. The increase in cases and being more victim-focused also requires Thrive to increase their EAP case manager to half-time.

## Programmatic Activities

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**(1) Describe how your program centers the experiences of those harmed and supports those harmed in identifying solutions that promote healing. If applicable, explain how your program provides culturally appropriate services to socially disadvantaged individuals.**

Prior to a case being accepted into the EAP, the Victim Advocate contacts the HP to discuss the EAP, the victim's rights provided to them via Oregon Constitution & Statute, and discuss what the HP would like to see happen. The Advocate discusses the HP's options and provides education around what a RJ versus a Criminal Justice response looks like. A basic victim needs assessment is conducted to determine which services can help the victim regain stability and heal. The victim's position is presented at case staffing to determine EAP eligibility. Concerns discussed by the victim will be mitigated to ensure the harmed party's needs are made a priority.

We maintain relationships with agencies that provide culturally appropriate services. They will be consulted to ensure that culturally relevant services are offered.

CSCO specializes in conflict mediation & RJ practices, and will prepare the HPs interested in participating in the RJ circles for the experience. Options for HP participation include face to face, zoom, bringing a support person, and/or requesting a surrogate. The RJ Circles will include community members as facilitators and an impacted community representative to provide a broader range of life experiences to the conversations. Circle allow the HP to share their story; providing an opportunity for accelerated healing.

EAP is pre-charge, so some HPs may not be ready to engage. In those circumstances the victim advocate or a surrogate will represent the HP's interests in the Circle. HPs who initially forgo participating may engage later.

Our network of facilitators will grow by recruiting from culturally & socially diverse groups in Deschutes, Jefferson, and Crook.

The team will be trained in trauma informed practices, as our program is focused on building relationships and being person-centered. HPs will also receive regular check-ins by the victim advocate and case manager.

**(2) Describe how your program works to encourage those who caused harm to take responsibility and repair the harm and supports responsible parties in identifying solutions that promote healing. If applicable, explain how your program provides culturally appropriate services to socially disadvantaged individuals.**

Being person-centered is a key reason there are 3 follow-up circles with the original RJ facilitation team for the RP to check-in with and share progress and challenges. The EAP brings RPs together with community volunteers that can relate and speak to the impact a criminal record can have on one's ability to achieve desired success in life. The pilot has shown this creates trust and builds relationships with community support; which improves success rates. Additionally, volunteers that are true representatives of the RP's community, provide the opportunity to tailor the process with cultural considerations.

Eligible participants are required to accept responsibility for their actions which is addressed during the Orientation and in the RP preparation before the RJ Circle. A 6-month tailored intervention plan developed with the RP during the initial circle will include detailed action items that require accepting and repairing harm. Action items may include writing an apology letter, community service, paying restitution, or engaging in communication training. Our model validates this concept by providing opportunities for personalized, humanistic reconciliation that empowers all parties involved on a timeline geared toward growth and completion.

The intervention plans also focus on improving the RPs' own lives by introducing the RP to a community support system of which they are likely not aware. This support creates opportunities that can be life-changing for the RP. Services and support include but are not limited to housing assistance, mental health counseling, education and job placement. This is critical to reduce the likelihood of recidivism and increase the prospect of adulthood success.

The reparations/intervention plans are monitored by the case manager through frequent meetings, and during the successive RJ circles. These meetings and check-ins create a support network that promotes adherence, accountability and hope, and allows the RP's case to be dismissed pre-charge.



**(3) Describe how your program works to support impacted community members in identifying solutions that promote healing.**

RJ offers an opportunity to heal and rebuild trust. Inclusion, accountability, and empowerment are key pillars. We empower the victim to trust, advocate for themselves, and reenter the community. We help the offender (through consequences and reparations) to identify needs, develop tools to meet those needs constructively, and take responsibility. We empower the community by creating space to advocate and offer their perspective. A complete dialogue is instrumental in understanding how to meet the complex demands of all parties.

To do this, our team meetings will be informed by case information and equal opportunity to share. A cadre of community representatives from a variety of backgrounds, communities, cultures, and experiences will discuss potential solutions that will assist the HP and the community to heal. These ideas and through victim restitution rights being established, the RP can be provided with alternatives to restitution; bringing additional value to the community and providing the RP the opportunity to make amends. For instance, a hate speech crime might involve the Father's Group of Bend participating in a RJ Circle, sharing why that language is harmful; and community service being offered to the RP at a local business to clean-up graffiti to work off restitution payments.

The creative solutions generated will help us gain additional insight into how these crimes impact the broader community. By engaging community members as RJ facilitators, they will witness first-hand the impact that their work has on the RP, the HP and the community when reparations are made and RJ is achieved. They become future advocates of the process for others.

Since HPs and RPs can bring a support person to the RJ Circles, we will invite them to complete a pre & post surveys -- providing us with additional insight into the impact of the crime and the program.

**(4) Describe your program’s coordination with community-based organizations.**

CSCO and Thrive are both local non-profits that will be sub-awardees on our grant award. We currently have contracts with both organizations, which will be updated and expanded under the grant.

CSCO’s role will focus on facilitating the difficult conversations that result in RJ for the HP, RP and community. The team at Community Solutions will prepare HPs and RPs for the RJ process for our victim-centered cases; coordinate and facilitate the initial EAP victim-centered circles, as well as the three corresponding follow-up circles; attend the EAP Case Discussions; participate in the EAP RP Orientations; maintain confidential circle information; provide circle summaries; collect and share agreed upon circle and service data; transfer unsuccessful RP’s names back to the DCDA for charging, lead RJ facilitator training, assist with volunteer recruitment; and manage volunteer and restitution payments.

Thrive will provide a dedicated case manager to the program to offer comprehensive RP case management and HP resource assistance. The case manager will attend the EAP RP orientations, and the EAP Case Discussion. Thrive will regularly connect with the RPs to provide active support for successful completion of the intervention plan; and offer services and resources that go beyond the scope of the intervention plan as new information is learned; track plan progress and provide RP & HP meeting summaries. Thrive will also connect with the victim advocate to determine what services and resources might be most appropriate for the HP, will reach out as needed to provide direct support, and will manage emergency fund payments.

The EAP team also plans to connect with Heart of Oregon Corps, the Latino Community Association and Neighbor Impact, among other community-based organizations to explore how they may be able to provide resources and services to our HPs and/or RPs as the program grows and expands.

**(5) Describe your program's ability to work collaboratively with system partners, such as local law enforcement entities, district attorney offices, and criminal defense attorneys and criminal defense law firms or consortia.**

Many of the partners below have been working on the EAP pilot. Our work and roles will be expanded and the MOUs updated under the new plan.

The DCDA will take the lead on case identification and overall grant and program management. DCDA tasks include: contracts and MOU development, case staffing and case transfer, program liaison, data management, initial offender contact, offender orientation coordination, host RJ circles on CVWI cases, provide case oversight (referral, ineligible, revoke), initial victim contact and support services, connecting HPs with Thrive and CSCO; program material development; training coordination, and assist with volunteer facilitator recruitment.

Deschutes Defenders, a NGO, will provide a public defender to participate in program planning and EAP Case Discussions. The attorney will attend the Orientation and provide legal clarity on the EAP as it relates to each RP's individual's case, walk the young adult through the ROI and represent the RP, if they are unsuccessful in the program.

COIC team attends the planning meetings and provides direct services to the RPs and HPs that need assistance with job placement and training or GED requirements. Will participate in program training to help inform our facilitators on the services they provide.

DCBHS - Intensive Youth Services (IYS) attends the program planning and EAP Case Discussions. Provides direct services through their IYS programs and connects RPs and HPs with mental health counseling and services. Will also participate in program training for the facilitators on their services.

Given the preliminary success of the EAP pilot, the full involvement of the systems partners is relevant and effective. Our enhanced program plan has a more robust and critical role for our community partners helping us to improve our victim-centered cases, serve more cases, and increase our partners' organizational capacities. Shared responsibility is the best approach for Deschutes County.

**(6) If applicable, describe any funding included in your budget that is for direct services to the party harmed and the person who committed the harm.**

We are requesting funding through the grant to assist the harmed party and the responsible party with resources and services. Through a separate sub-award contract with Thrive, the case manager will have direct access to these funds to address emergency needs and/or to provide targeted services for these individuals. Many of these needed services will be outlined within the intervention plan for the RP and/or the HP in the HP service/screening document. However, if the case manager identifies additional needs for either party, the case manager will provide and track the use of those funds automatically if the total amount is under \$150. If the amount needed exceeds that total, the case manager will seek approval from the EAP Partner team at a Partner Case Discussion.

Funds are also being requested through the grant to assist with restitution payments. If an RP is actively engaged in the program and has made appropriate payments toward their restitution requirements, but the EAP Partner team feels that paying the restitution in full could negatively impact the RPs progress, the team can approve to cover a percentage of the remaining restitution. This action will help to make the harmed party whole, while not causing additional unintended consequences for the RP.

**Evaluation and Data Collection**

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**(1) Describe your program’s outcome evaluation.**

Given the short time frame of this program and the proposed participation numbers (50 cases), we do not feel it is prudent to hire a researcher to conduct a full evaluation until we will have enough data and information that will produce a realistic evaluation of our outcomes. However, the EAP team will write a full summary report detailing our outputs and outcomes, lessons learned, and where we believe the program is trending.

We will aggregate our HP and RP data from intake forms, review responses in our pre/post program surveys, and track accessed services, as well as assess demographic and crime type data, and enrollment, recidivism, retention and graduation rates.

We will also develop questions for our pre and post surveys for the HPs and RPs in partnership with a researcher to ensure the surveys are an effective tool and accurately address the program’s outcomes and vision. This will ensure that when there are enough participants to complete a full evaluation our prior data is useful.

Throughout the program, the EAP team will meet quarterly to discuss program information and will review current quantitative information that may directly impact decisions on the program’s plans. Information from this data will help us make mid-course changes and the final summary report will guide us in planning for the program's next phase.

**(2) Identify and describe your program’s method(s), ability, and mean(s) for collecting data (e.g., satisfaction/feelings of safety surveys, recidivism rates, etc.).**

As noted above, we do not plan to conduct a formal external program evaluation at this time, but we are requesting funds to hire a researcher to help us develop our pre & post surveys for our HPs, RPs and stakeholders that will put us in a better position to conduct a comprehensive evaluation at a later date.

To collect and store all this information we will keep private program information related case notes in forms within Cognito Forms, this will keep the information completely separate from our case management system, in case an RP is revoked from the program and the case is charged. The data in these forms will be updated after each meeting and circle that involves a HP or RP. These forms will be updated by CSCO, Thrive, and DCDA. We will also track program retention and graduation rates, as well as eligibility and ineligibility status, crime and cases types and compare our program information to date and county data.

To collect, track and monitor the data we will use reports in Karpel, create documents and upload information into Cognito Forms, surveys will be developed in Survey Monkey, and we will also use Excel.

Throughout our pilot and other diversion programs, DCDA has established many methods and practices for monitoring and tracking which will streamline the process for the program partners.

**(3) Will you be partnering with a researcher or research entity to track and report on any outcome measures for your program? If yes, identify the researcher or entity and their affiliation with the program, and describe their role/responsibilities with program evaluation and/or data collection.**

The EAP will hire, Greg Stewart, an evaluator from Portland State University to assist us with developing the pre and post surveys and to help us write the survey portion of our summary report. We have worked with Greg on other projects and will be able to bring him up to speed on this program relatively quickly. The goal of this partnership is to ensure that we are prepared for a future evaluation.

## **Budget Expense Sheet**

**Completed** - Mar 24 2022

**[Click here to download the Budget Expense Sheet](#)**

All budget details must be submitted on the Budget Expense Sheet provided. All required information (including the narratives) must be completed. Any category of expense not applicable to your budget may be left blank.

## [final EAP RJ Budget](#)

**Filename:** final\_EAP\_RJ\_Budget.xlsx **Size:** 25.4 kB

## Evidence of Commitment

**Completed** - Mar 24 2022

Submission of letters of support, Memoranda of Understanding, etc. specific to collaborations with referral sources, community-based organizations, or system partners. **(NOT REQUIRED)**

## [EAP Evidence of Commitment Final](#)

**Filename:** EAP\_Evidence\_of\_Commitment\_Final.pdf **Size:** 1.0 MB

# The Deschutes County Emerging Adult Program – Evidence of Commitment

## Overview

The Deschutes County DA’s Office (DCDA) in partnership with community-based NGOs -- Community Solutions of Central Oregon (CSCO) and Thrive Central Oregon (Thrive), along with Deschutes County Behavioral Health (DCBH) and Central Oregon Intergovernmental Council are implementing the Emerging Adult Program (EAP). This pilot pre-charge, restorative justice initiative has laid the ground work for our proposed FY23 expanded and improved EAP. The Deschutes County EAP team has learned a lot from the pilot and this grant funding will enable us to improve our program to better serve the victims (Harmed Party), increase organizational capacity, incorporate more cases, expand our eligibility, enhance the level of service provided, and develop additional critical partnerships.

These changes will occur through a phased approach to ensure they are done effectively and take into account the capacity of all the partners. We will start by considering young adults with prior adult history. We will move the management of our victim-centered restorative justice circles to CSCO. The EAP will begin partnering with our public defenders (Deschutes Defenders) to provide legal advice to program offenders (Responsibility Party) regarding their participation. Training opportunities will be enriched and provided to our entire team and community volunteers who facilitate our restorative circles, and we will establish connections with our surrounding counties (Crook & Jefferson) to allow us to engage program participants that live within our tri-county region. The EAP team will also create new partnerships with other regional service providers to enhance the resource offerings we can provide to both the harmed party (HP) and the responsibility party (RP).

Our target audience for restorative justice will be young adults (18-24-year-old) that committed a crime in Deschutes County and their victims.

## Letters of Support

## Timeline

## Team Member Responsibilities

## Flow Charts





March 23, 2022

Rachel McArthur, PhD  
Specialty Court Grant Analyst  
Criminal Justice Commission  
885 Summer St NE  
Salem, OR 97301

Dear Dr. McArthur:

Community Solutions of Central Oregon (CSCO) is fully committed to partnering with the Deschutes County DA's Office, Thrive Central Oregon, Deschutes Defenders and our other EAP community partners to expand the Deschutes County Emerging Adult Program.

CSCO was involved in the development of the pilot EAP and will be taking on a much more expanded role in the enhanced EAP if funding is secured. In the enhanced version of EAP, CSCO will be working more closely with the victim advocate to provide additional support and services for the harmed parties. CSCO will provide harmed party and responsible party preparation meetings to help prepare the participants for their restorative justice circles. CSCO will be hosting and leading the facilitation of the victim-centered restorative justice circles. We will also be recruiting the community-member facilitators, impacted parties and surrogate victims, providing comprehensive volunteer training, and overseeing the payment for services of these community volunteers.

My organization has extensive experience in helping people have difficult and sensitive conversations. We are excited to bring a full-scale restorative justice program to Central Oregon. Thank you for considering our proposal. We look forward to sharing the results of this initiative with the Criminal Justice Commission.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Strome", with a long horizontal flourish extending to the right.

Danielle Strome  
President, Board of Directors



March 23, 2022

Rachel McArthur, PhD  
Specialty Court Grant Analyst  
Criminal Justice Commission  
885 Summer St NE  
Salem, OR 97301

Dear Dr. McArthur:

Thrive Central Oregon is a non-profit, based in Deschutes County, but providing services throughout the tri- county area, connecting community members to needed support services, affordable housing and resources.

Thrive has been providing case management for the EAP pilot and is looking forward to expanding our role to assisting the harmed parties as well. Through this restorative justice grant opportunity, we will be able to dedicate a part-time staff member to provide case management for all the EAP cases and to participate in the program planning and case meetings.

We will oversee the emergency and service support funds for the project. The dissemination of these funds was an element that had been handled by the DA's Office during the pilot, but through trial and error and team conversations, we have determined that our organization is best positioned to manage, use and disperse these funds in the most-timely and efficient manner.




We believe that the Emerging Adult restorative justice program will be a positive and critical element to our community. We appreciate CJC's consideration of our application and look forward to expanding our efforts to more harmed and responsible parties.

Sincerely,

*Sarah Mahnke*

Sarah Mahnke MSW  
**Executive Director**  
541-527-9871  
sarah@thrivecentraloregon.org

**contact**

 541-728-1022	 info@thrivecentraloregon.org	 405 SW 6th St. Suite A Redmond, OR 97756
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# Deschutes Defenders

A Public Defense Nonprofit

Karla Nash  
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Julianne Willis  
Jason Wheelless  
Christopher R. Morgan  
Lee M. Griffith  
Leslie T. Nitcher  
Matt Murphy

March 23, 2022

Rachel McArthur, PhD  
Specialty Court Grant Analyst  
Criminal Justice Commission  
885 Summer St NE  
Salem, OR 97301

Dear Dr. McArthur,

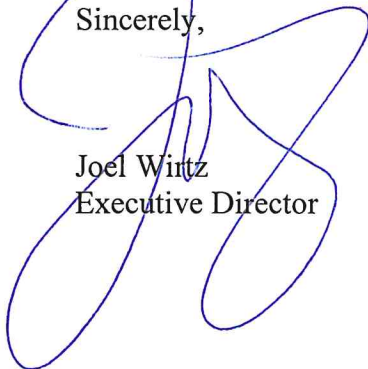
Deschutes Defenders is excited to partner with the Deschutes County DA's Office and other community agencies to implement an expanded version of their Emerging Adult Program (EAP).

We have worked with the DA's Office on Clean Slate, the pre-charge diversion for individuals cited for possession of a controlled substance. Similar to our role in Clean Slate we will be meeting with the young adults at the program orientation to discuss their case and whether it is in their best interest to participate in the EAP.

We whole heartedly believe in restorative justice initiatives and are pleased that EAP will be offered to more young adults in our community.

Our staffing expenses will be covered by our contract with the Oregon Public Defense Services Commission.

Sincerely,



Joel Wirtz  
Executive Director



*Everywhere  
Central Oregon  
Works*

March 23, 2022

Rachel McArthur, PhD  
Specialty Court Grant Analyst  
Criminal Justice Commission  
885 Summer St NE  
Salem, OR 97301

Dear Dr. McArthur:

The Central Oregon Intergovernmental Council (COIC) is pleased to support the Deschutes County Emerging Adults program’s application to Criminal Justice Commission’s Restorative Justice Grant program.

COIC was engaged in the development of the Emerging Adult pilot program. We are excited about the opportunity to offer our WorkSource program services that include GED courses, resume assistance, job training, and career placement opportunities to a larger number of young adults. We are committed to assisting the Emerging Adult Program team when young adults are referred for our services. We are also prepared to potentially assist victims on these cases as well, and offers services to residents throughout the tri-county area.

We believe that the restorative justice model of the Emerging Adult Program is an excellent way to redirect the lives of young people to help them succeed as adults.

Thank you for considering Deschutes County’s Emerging Adult grant proposal.

Sincerely,

Josh Lagalo  
Youth Employment and Training Manager  
COIC  
541-815-6893  
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Dana Dunlap  
Adult Employment and Training Manager  
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Activity	2002												2003											
	FY22			FY23									FY24											
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Post new position announcements	X	X	X																					
Partner Planning & Quarterly Meetings*	X	X	X	X	X			X		X			X			X			X					
Volunteer recruitment		X	X	X																				
New team members & volunteers starts				X																				
Program training				X	X	X																		
Trauma Informed Training				X	X	X																		
RJ Training				X	X	X																		
Pre/post survey development				X	X	X																		
Update program materials			X	X	X	X																		
Connect w/additional partners	X	X	X	X	X	X	X	X																
Case Staffing						X	X	X	X	X	X	X	X	X	X	X	X	X	X					
Partner/Case Discussions*						X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Orientations						X	X	X	X	X	X	X	X	X	X	X	X	X	X					
Victim & Offender Prep						X	X	X	X	X	X	X	X	X	X	X	X	X	X					
CSCO victim-centered initial RJ Circles						X	X	X	X	X	X	X	X	X	X	X	X	X	X					
CVWI initial RJ Circles						X	X	X	X	X	X	X	X	X	X	X	X	X	X					
Thrive Case Management*						X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
CSCO victim-centered follow-up circles*							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
CVWI follow-up circles*							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Graduations*											X	X	X	X	X	X	X	X	X	X	X			
Data collection & analysis*						X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			

\* Activities will continue into 2024 to fully engage RP & HP's for 6 months after EAP enrollment

# EAP Team Member Responsibilities

This list will be refined during the development & planning meetings which will start in May 2022. The team will meet monthly through the summer and then move to a quarterly meeting schedule.

## CSCO

### Program Coordinator (TBD) - 0.75 FTE Grant funded

1. Coordinate and schedule community facilitator training
2. Schedule CSCO victim-centered preparation meetings (HP & RP)
3. Schedule CSCO victim-center Circles (initial & follow-up)
4. Schedule CSCO community facilitators
5. Coordinate community facilitator pay
6. Attend Meetings
  - a. Partner Case Discussion
  - b. Planning & Development
  - c. Circle Prep – victim-centered
  - d. Trainings
7. Update HP & RP Tracking Forms with circle summaries
8. Ensure Intervention Plans are complete
9. Collect and disseminate meeting and circle data
10. Track HP & RP data
11. Oversee Volunteer Recruitment
12. Answering participant questions
13. Pay restitution assistance funds to HP based on DDA stipulations

### Facilitator (Sharlee Johnston Brosnan)- 0.5 FTE Grant funded

1. Implement community facilitator training
2. Prepare HP & RP for CSCO victim-centered Circles
3. Host /Lead Facilitator – CSCO victim-center Circles (initial & follow-up)
4. Attend Meetings
  - a. Partner Case Discussion
  - b. Planning & Development
  - c. Orientation
    - i. Provide restorative justice overview
  - d. Circle Prep – victim-centered
  - e. Trainings

## DCDA

### Primary EA DDA (TBD) – 0.5 FTE Grant funded

1. Review cases and determine eligibility.
2. Approve participant intervention plans.
3. Manage Case Review Meetings
4. Manage Partner Case Discussion Meetings

5. Attend meetings:
  - a. Development & Planning
  - b. EAP Orientations
  - c. EAP Circle Prep – volunteer updates prior to circles
  - d. EAP Circles
    - i. Initial Circle- Approve RP’s Intervention Plan and review plan with RP
    - ii. Follow-up Circles - Checks in with responsible party
  - e. Trainings
6. Ensures unsuccessful cases are referred to non-EA DDA for charging.
7. Oversee
  - a. Case ID & screening
  - b. Meeting coordination
  - c. Volunteer scheduling
  - d. EAP meeting prep
  - e. Case identification
  - f. Case tracking
8. Assist CSCO with volunteer recruitment & training
9. Manage CVWI Community Facilitators
10. Oversee Restitution
11. Craft RP correspondences (post circle/challenges-issue letters, revoked, and/or ineligible)

#### Special Programs Technician/TA (TBD) – 0.5 FTE Grant funded

1. Assist in identifying, screening & tracking cases.
  - a. Review EAP Report and flag potential EAP cases for review.
  - b. Maintain appropriate notes in Karpel and Cognito Forms.
2. Attend meetings
  - a. Development & Planning
  - b. Circle prep – victim-centered and CVWI
  - c. Trainings
3. Schedule, Coordinate & Host meetings
  - a. Case Review
  - b. Partner Case Discussion
  - c. EAP Orientation
  - d. EAP CVWI Circles
    - i. In-person or via Zoom
    - ii. Set-up Circle meeting rooms.
    - iii. Greet the participants and set them-up on the Zoom meetings.
    - iv. Find replacement volunteers from the back-up volunteer list.
4. Answering participant questions
5. Liaison with Thrive Case Manager – primarily for RP
6. Coordinate RP notifications
  - a. Sending out “form” letters (i.e. meeting reminders/program acceptance/revoked/ineligible)
7. Assist with editing and reviewing program materials.



8. Work with IT to ensure that tracking system and integration of case materials works w/Karpel, BI report, Cognito Forms
9. Community Facilitators
  - a. Schedule Community Facilitators for CVWI circles
  - b. Track community facilitator hours and send to CSCO for payment
12. Track RP data

### EAP Victim Advocate (TBD) – 0.5 FTE Grant funded

1. Inform victim of the EAP and relationship to their case
  - a. Listen to a victim's views and thoughts
  - b. Invite victim to EAP circles
  - c. Complete victim intake
2. Work with CSCO to assist HP on victim-centered cases
3. Attend meetings
  - a. Development & Planning
  - b. Case Review
    - i. Present victim's view point at case review
4. Represent the HP in CVWI Circles
5. Assist and/or represent the HP in the victim-center circles
6. Assist with editing and reviewing program materials
7. Assist with refining the scope and details of the RP intervention plans
8. Attend meetings
  - a. Development/Planning Meetings
  - b. Case Review Meetings
  - c. Case Discussion Meetings
  - d. EP Circles (victim-centered & CVWI)
  - e. Trainings
9. Assist with keeping HP related notes up to date in Karpel or Cognito forms depending on the status of the individual/participant.
10. Liaison with Thrive Case Manager –for HP
11. Restitution
  - a. Oversee victim request
  - b. Assist DDA on payments and assistance
12. Track HP data

### Investigator

1. Attend case review meetings
2. Make initial contact with participant about the program.
  - a. Record conversations and draft brief summary report
  - b. Provide EAP brochure

### EAP Program Director

1. Provide program oversight.
2. Oversee assessment and analysis
3. Manage Partnership - Contracts and Agreements
4. Craft Policy & Procedure manual



5. Develop program materials.
6. Attend meetings
  - a. Development/Planning Meetings
7. Serve as back-up meeting host
  - a. Case Review
  - b. Partner Case Discussion
  - c. Orientation
  - d. CVWI Circles
  - e. Circle Prep

## Thrive

### Case Manager - 0.5 FTE Grant Funded

1. Meet regularly with RP and interested HP participants and connect with appropriate services
  - a. Provide meeting summaries
2. Track RP intervention plan progress
  - a. Notify EAP team when failing meet expectations
3. Attend meetings
  - a. Partner Case Discussion
  - b. Circle Prep
  - c. Trainings
  - d. Planning & Development
4. Connect regularly with Victim Advocate, DDA, CSCO on HP & RP needs/services
5. Track service connections
6. Dispense service and emergency resource funds to HP & RP based on needs
7. Identify additional service providers

## Community Member Facilitators & Volunteers

### Paid “volunteer” community members – Grant Funded

1. Facilitate the CVWI RJ Circles
2. Serve as assistant facilitators for the victim-centered RJ Circles
3. Attend meetings
  - a. Circle Prep
  - b. RJ Circles
  - c. Trainings
4. One member will serve on the Case Review team
5. One member will serve on the Partner team
6. One member will serve on the Development/Planning team

## Deschutes Defenders

### Defense Attorney/Public Defender

1. Provide legal advice
2. Attend meetings
  - a. Planning and Development

- b. Partner Case Discussion
- c. Orientation
  - i. Discuss case w/RP
- d. Trainings
- 3. Represent revoke RP participants

## DCBH – Intensive Youth Services

### Case Manager

- 1. Attend meetings
  - a. Planning and Development
  - b. Partner Case Discussion
  - c. Trainings
- 2. Provide referred RP & HP participants access to services

## Central Oregon Intergovernmental Council

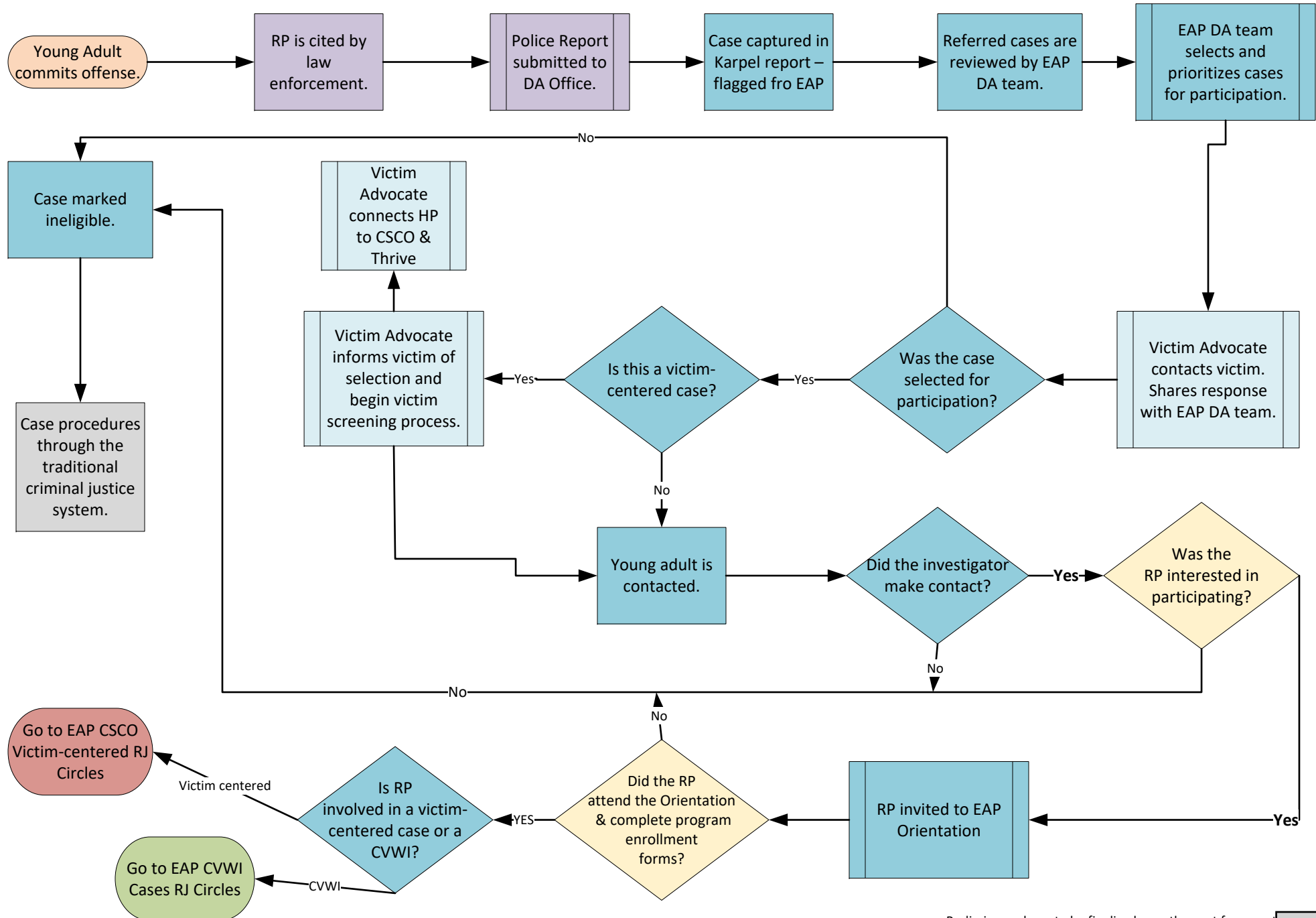
### WorkSource Case Manager

- 1. Attend meetings
  - a. Planning and Development
  - b. Trainings
- 2. Provide referred RP & HP participants career, education and job placement services.

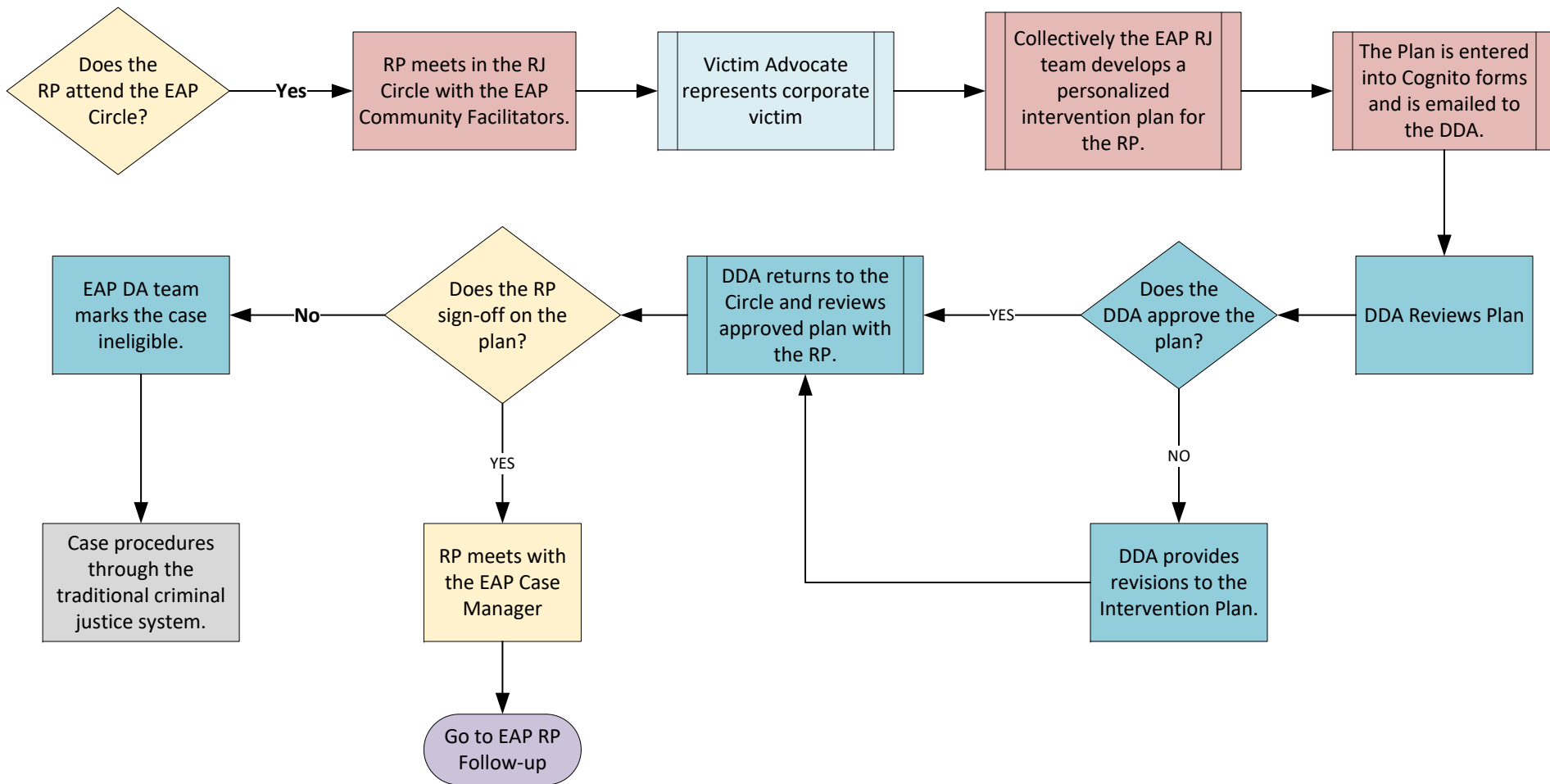
## Future Community Partners

- 1. Attend meetings
  - a. Planning and Development
    - i. Provide additional cultural expertise
  - b. Partner Case Discussion (as appropriate)
  - c. Trainings
- 2. Provide referred RP & HP participants access to services
- 3. Assist with volunteer recruitment

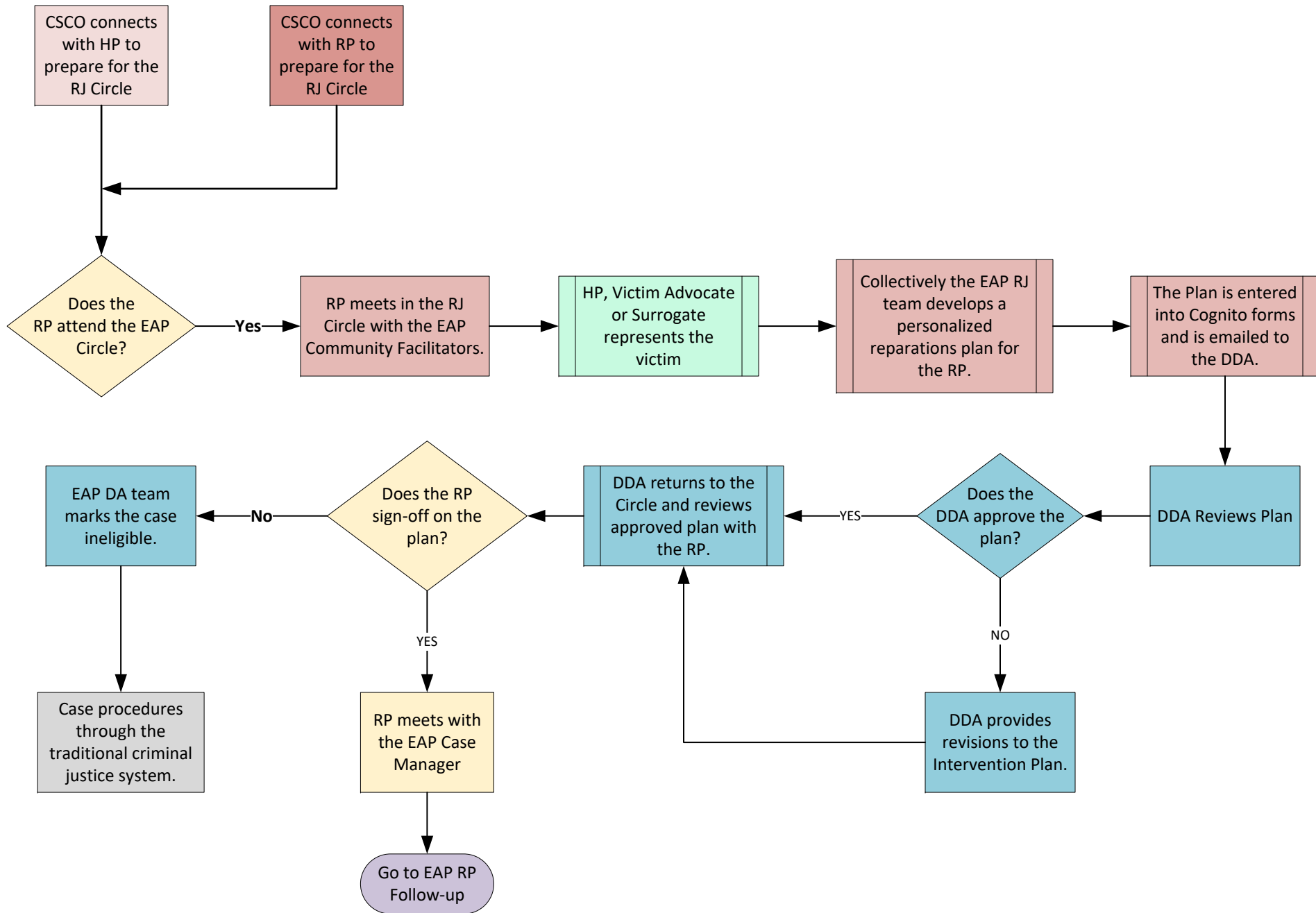
# Emerging Adult Program Case Selection



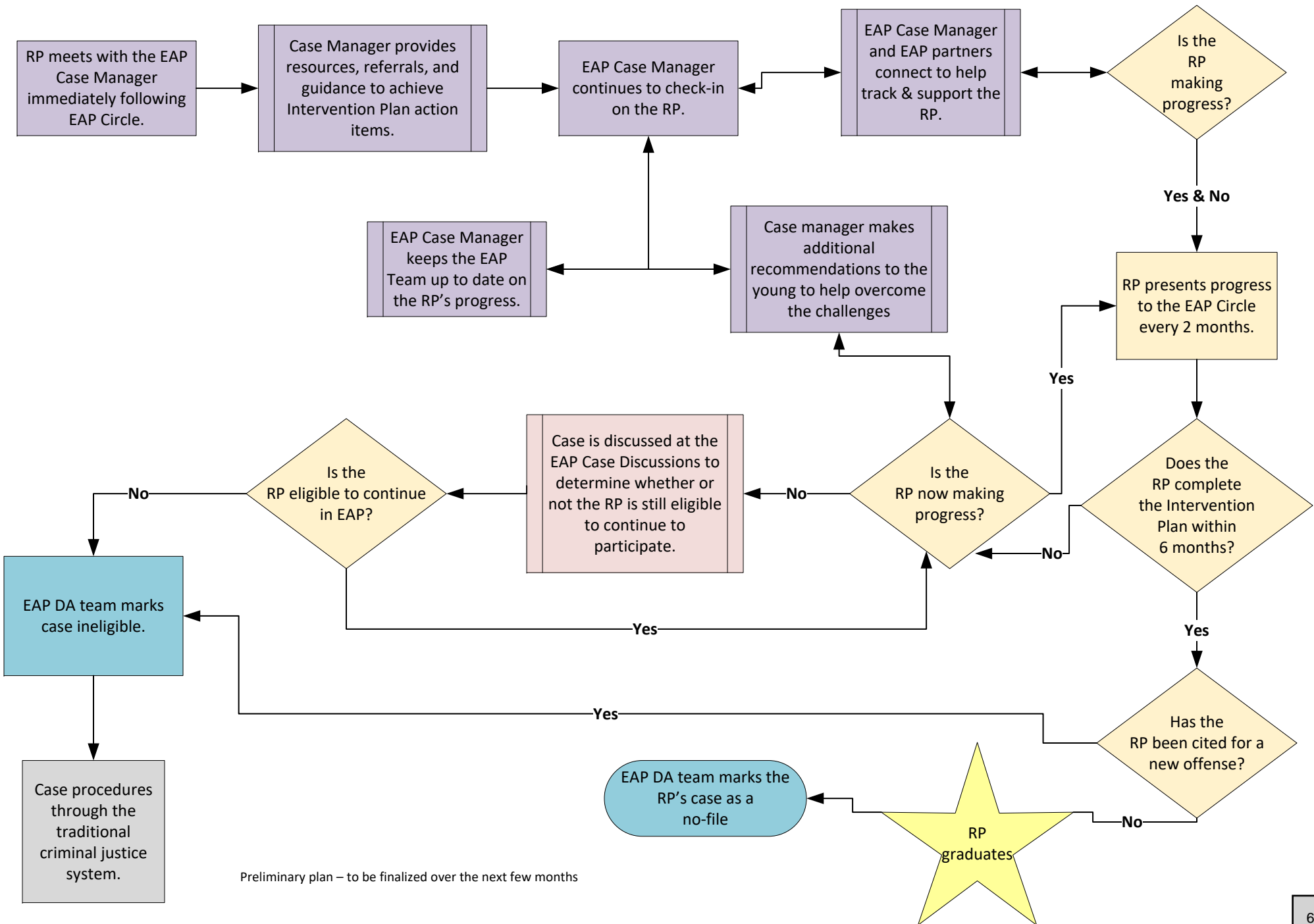
# EAP CVWI Cases RJ Circles



# EAP CSCO Victim-Centered Cases RJ Circles

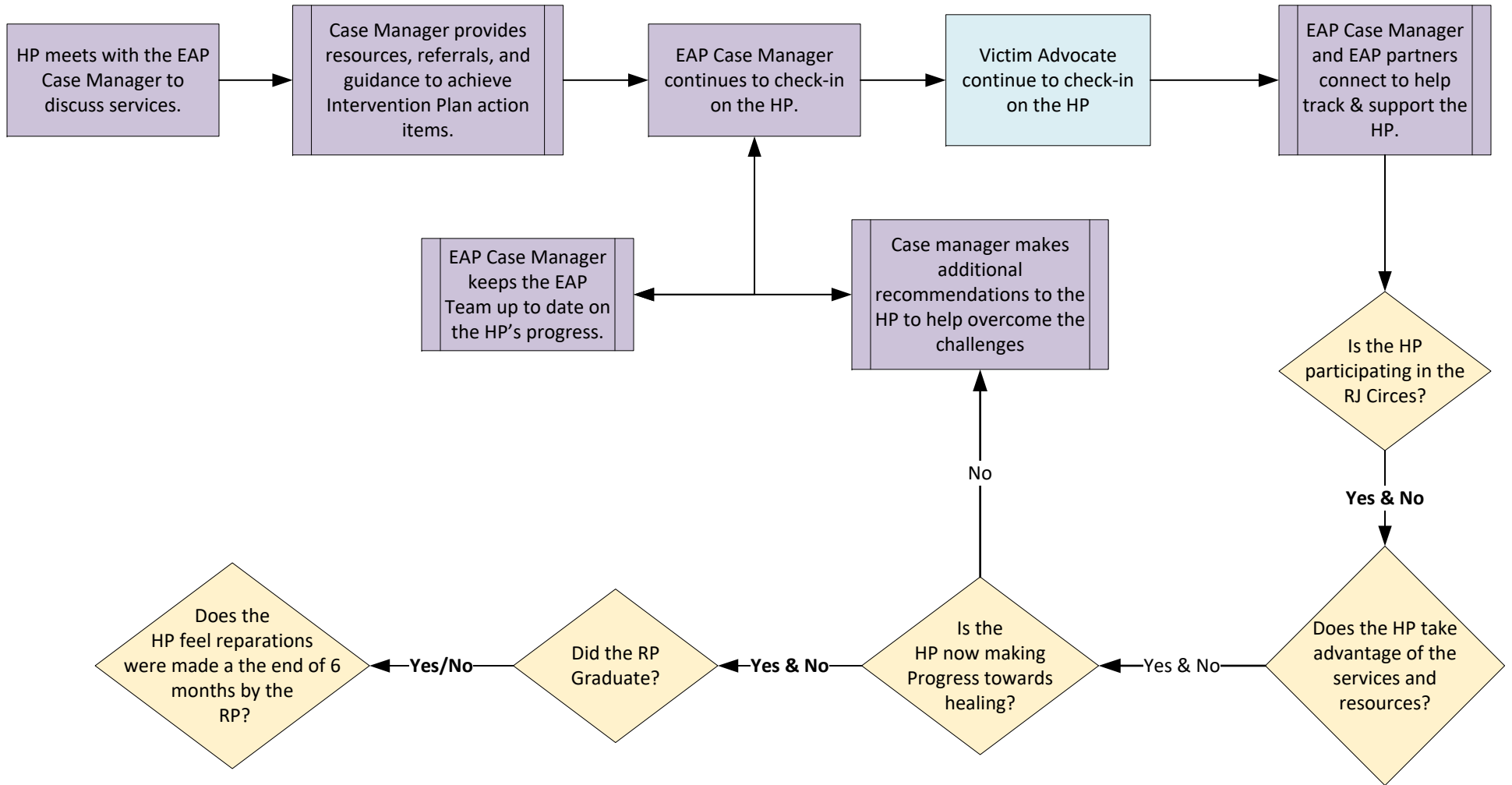


# EAP RP Follow-up (Case Review, Participant Presentation Meetings and Graduation)



Preliminary plan – to be finalized over the next few months

# EAP HP Follow-up



Preliminary plan – to be finalized over the next few months

CRIMINAL JUSTICE COMMISSION  
RESTORATIVE JUSTICE GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Deschutes County for the benefit of the Deschutes County District Attorney’s Office**, hereinafter referred to as “Grantee” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of **July 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$935,978.72** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC a progress report, together with such other Project information as CJC may reasonably request, (collectively, a “Progress Report”) every 6 months during the Project Period. Progress Reports must be received by CJC no later than January 25 and July 25, in each case reporting for the prior 6-month calendar period. Progress Reports must be submitted through CJC’s grant administration website (<https://cjc-grants/smapply.io>) and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.



**b. Financial Reports.** Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial Reports must be received by CJC no later than January 25, April 25, July 25, and October 25, for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee’s default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in two installments according to the following disbursement schedule:

- One installment in the amount of **\$467,989.36** no later than September 30, 2022; and
- One installment in the amount of **\$467,989.36** no later than January 5, 2023.

The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. “Eligible Costs” are the reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <https://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
- iii.** As specified in OAR 213-040-0050(5), no more than 15 percent of the Grant Funds may be used for grant-related administrative costs such as purchasing, budgeting, payroll, accounting, staff services, and other costs as deemed appropriate by CJC.
- iv.** Eligible Costs are limited to those cost categories and amounts identified in the Budget Summary in Exhibit A.

**b. Conditions Precedent to Disbursement.** CJC’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee’s representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.
- vi. Grantee has expended all Grant Funds previously disbursed to Grantee under this Agreement.

**5. Recovery of Unexpended Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended (“Unexpended Funds”) on the earlier of termination of this Agreement, completion of the Project, or the Project End Date, must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

**6. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do 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 Grantee’s charter or other governing documents, (3) do 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 Grantee is a party or by which Grantee or any of its properties 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 Grantee of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Grantee’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**7. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**8. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement

to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.*

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

**c. Procurements.**

i. Grantee shall purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

**ii.** All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

**iii.** The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**9. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** Grantee 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 Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**10. Remedies upon Default.** If Grantee’s default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC’s demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

**11. Termination**

- a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee’s reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

**c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee’s obligations under this Agreement or CJC’s right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

**12. GENERAL PROVISIONS**

**a. Contribution.**

i. 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

CJC or Grantee relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

ii. With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim ), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

iii. With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee’s proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project (“Work Product”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents



and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**iii.** Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**l. Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all 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 delay or 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 signatures of the parties follow on the next page.]*

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

\_\_\_\_\_  
Signature of Grantee Date

John Hummel, Deschutes County District Attorney

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
931197742

Federal Tax ID Number

\_\_\_\_\_  
OR 0502098-8

State Tax ID Number

**Approved by Criminal Justice Commission**

\_\_\_\_\_  
Kenneth Sanchagrin, Executive Director Date

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated **8/15/22**

\_\_\_\_\_  
Sam Zeigler Date

CJC Contact  
CJC Grant Administrator  
Rachel McArthur  
885 Summer St. NE  
Salem, OR 97301-2524  
rachel.mcarthur@cjc.oregon.gov  
503-507-4561

Grantee Contact  
Deschutes County District Attorney's  
Office  
Kathleen Meehan Coop  
1164 NW Bond St.  
Bend, OR 97703  
kathleen.meehancoop@dcda.us  
541-317-3175

# EXHIBIT A

## Project Description and Budget

Pursuant to House Bill 2204 (2021), the goal of the Criminal Justice Commission’s *Restorative Justice Grant Program* (“Grant Program”) is to financially support public and private entities offering restorative justice programs. The Grant Program defines “restorative justice” as a community-based alternative to the criminal and juvenile legal systems that aims to center the needs of the harmed party and foster accountability within the responsible party without resorting to incarceration or criminal conviction.

In implementing this Project, Grantee must demonstrate: (i) coordination with community-based organizations; (ii) the ability to work collaboratively with system partners, including local law enforcement entities, courts, district attorneys and defense attorneys; and (iii) center the experiences of those harmed, encourage those who have caused harm to take responsibility and repair the harm, and support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement.

Grantee shall use the Grant Funds to operate the Emerging Adults Program in Deschutes County, which redirects young adults/responsible parties and harmed parties out of the criminal justice system and into a restorative justice alternative.

Project Start Date:  
April 1, 2022  
GRANT #: RJ-23-08  
GRANTEE PROGRAM CONTACT:  
Kathleen Meehan Coop  
EMAIL: kathleen.meehancoop@dca.us  
TELEPHONE: 541-317-3175

Project End Date:  
December 31, 2023  
GRANTEE FISCAL CONTACT:  
Kathleen Meehan Coop  
EMAIL: kathleen.meehancoop@dca.us  
TELEPHONE: 541-317-3175

### BUDGET SUMMARY:

<b>Budget Category</b>	<b>Grant Funds Requested</b>
Personnel	\$410,438.16
Contractual Services	\$518,990.56
Equipment	\$0
Supplies	\$1,000.00
Rent/Utilities	\$0
Training/Travel	\$5,550.00
Administrative Costs	\$0
<b>Total</b>	<b>\$935,978.72</b>

**EXHIBIT B**

**Subagreement Insurance Requirements**

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee 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 Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

**TYPES AND AMOUNTS.**

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. **PROFESSIONAL LIABILITY**

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is 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 subgrantee shall provide Tail Coverage as stated below.

iii. **COMMERCIAL GENERAL LIABILITY.**

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" 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, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and CJC.