

MEMORANDUM OF UNDERSTANDING

Oregon Department of Corrections
and
Yamhill County

Protocol for Contact Standards Pilot
(May 1, 2024-April 30, 2026)

This memorandum of understanding (MOU) is between the Oregon Department of Corrections (hereinafter “DOC”) and Yamhill County (hereinafter “County”).

1. BACKGROUND, PURPOSE, GOAL, AND VISION

Senate Bill (SB) 1510, passed during the 2022 Legislative session and codified as ORS 423.480, directed DOC, in consultation with county community corrections agencies, community members, including persons currently or formerly under supervision, and organizations that provide culturally specific services, to adopt rules for standards concerning the location of supervision visits, the frequency of visits and the manner of reporting, for persons on supervision. The SB 1510 Contact Standards workgroup was formed to make recommendations for incorporation into the already existing Oregon Administrative Rule (OAR) Division 291-078, Community Case Management, which provides uniform case management practices for adults on supervision, establishes a level of statewide consistency for classification of adults on supervision, operates on the principle of limited risk control, quantifies workload, assigns levels of supervision, enhances accountability through established auditing methods, and provides workload data which may be used for resource allocation. Points of consideration while drafting the new rule were evidence-based practices, the risk-need-responsivity principle for an individual, goals for completion of supervision, a specific reporting process designed to minimize disruption for persons on supervision, avoiding unnecessary hardship, and including a broad array of reporting options. Scope of work was around supervision levels, location, frequency, manner of reporting, current procedures, and determining needed changes through the examination of new and existing research methodologies.

In September 2020, the Oregon Association of Community Corrections Directors (OACCD) adopted the use of the term Measurable Contact, defined as contacts with adults on supervision that are demonstrative of compliance with OAR and Intergovernmental Agreement (IGA), support public safety, and aim to provide opportunities to affect behavior change. Through the collaborative work of the SB 1510 Contact Standards workgroup, updates to OAR 291-078-0010, Definitions, and new OAR 291-078-0021, Minimum Contact Standards, were permanently adopted on May 1, 2024. The updates to OAR 291-078-0010 incorporate the previously adopted definition of Measurable Contact, with slight changes to remove reference to IGA and ORS since that is no longer necessary as its being adopted into

OAR, and the new rule establishes minimum contact standards for all levels of supervision, including adults on supervision who have been classified as sexually violent dangerous offenders.

As a follow up to the permanent adoption of OAR 291-078-0010, Definitions, and 0021, Minimum Contact Standards, DOC has recommended a two (2) year pilot period to provide the County the ability to effectively implement the new rule. During the pilot period, statewide contact standards data will be collected and reviewed in effort to learn more about the progress of the new rule in support of continuous quality improvement within the field.

2. AUTHORIZED REPRESENTATIVES OR CONTACTS

- a) DOC designates the following person as its authorized representative in the administration of this MOU:

Name: Jeremiah Stromberg, Assistant Director of Community Corrections
Address: 3723 Fairview Industrial Dr SE #200,
Salem, Oregon 97302
Phone: 503-983-1441
Email: Jeremiah.P.Stromberg@doc.oregon.gov

- b) DOC designates the following person as its point of contact for the pilot period of this MOU:

Name: Tracey Coffman, Operations and Policy Analyst 3
Address: 3723 Fairview Industrial Dr SE #200,
Salem, Oregon 97302
Phone: 971-304-4904
Email: Tracey.J.Coffman@doc.oregon.gov

- c) Yamhill County designates the following person(s) as its authorized representative(s) in the administration of this MOU:

Name: Jessica Beach, Director
Address: 615 NE 6th St. McMinnville, OR 97128

Phone: (503) 474-4942
Email: beachj@yamhillcounty.gov

d) Yamhill County designates the following person as its point of contact for the pilot period of this MOU:

<u>Name:</u>	Jessica Beach, Director
<u>Address:</u>	615 NE 6th St. McMinnville, OR 97128

<u>Phone:</u>	(503) 474-4942
<u>Email:</u>	beachj@yamhillcounty.gov

3. DOC ROLES AND RESPONSIBILITIES

DOC will provide regular and ongoing data support to the County and will collaborate with them on feedback received in effort to resolve presenting issues and concerns.

DOC will provide data reports to the County outlining the status of measurable and non-measurable contacts.

The following new code definitions will be utilized, in addition to pre-existing codes for data tracking:

- Virtual Visit (VV): A visit between the adult on supervision and the Community Corrections or DOC personnel involving some form of meaningful case management contact using an electronic device in which both parties can view and speak to each other by video.
- Telephone Visit (TV): A visit between the adult on supervision and the Community Corrections or DOC personnel involving meaningful case management contact by means of telephone in lieu of a face-to-face contact.
- Electronic Visit (EV): A visit between the adult on supervision and the Community Corrections or DOC personnel involving meaningful case management contact by electronic means other than telephone in lieu of a face-to-face contact.
- Office Visit (OV): A visit between the adult on supervision and the Community Corrections or DOC personnel which meets the definition of measurable contact.

DOC will capture one Electronic Visit (EV) daily to allow personnel to chrono and document conversations as they progress throughout the day or days. This will help ensure visits/contacts are not inadvertently overcounted.

DOC will provide statewide contact standards implementation, training, and support during and beyond the effective date of this MOU.

DOC will conduct County Compliance Reviews pursuant to ORS 423.540. DOC will include the County's status of contact standards measures for designated review periods as well as relevant contact standards pilot language.

DOC will schedule and participate in meetings with the County as needed to problem solve and share best practices specific to contact standards.

DOC will appoint a person to act as a point of contact during the pilot period. The DOC point of contact will work with the county point of contact to correct data entry errors and to address any issues or concerns that should arise. The DOC point of contact will meet with the County point of contact as requested.

Prior to the pilot end date, DOC will work collaboratively with the County on next steps for statewide measurable contacts.

4. COUNTY ROLES AND RESPONSIBILITIES

The County will review updated measurable contact data reports disseminated by DOC and will promptly notify DOC of any concerns or issues with said reports.

During the pilot period, the County will develop internal processes within their local jurisdictions to ensure compliance with 291-078-0021.

The County will provide DOC regular feedback related to implementation of the new rule and will collaborate with DOC to resolve issues and concerns.

The County will appoint a person to act as a point of contact during the pilot period. The point of contact will distribute data reports received from DOC to the appropriate county personnel, will work with county personnel to correct data entry errors, and will work with the DOC point of contact to address any issues or concerns that should arise. The County point of contact will meet with the DOC point of contact as requested.

5. DURATION OF MOU

This MOU shall become effective May 1, 2024 or upon the date of signature approval of the final party to this MOU, whichever is later, and shall remain in effect until April 30, 2026, unless terminated in accordance with the terms of this MOU.

6. TERMINATION

This MOU may be terminated immediately by either party upon written notice to the other party. This MOU may also be terminated if it is no longer legally permissible.

7. COMPENSATION

This MOU is neither a fiscal nor obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies or transfer or receive anything of value.

8. GENERAL TERMS AND CONDITIONS

- a) This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party.
- b) This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
- c) All agreements herein are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements.
- d) This MOU may be amended in writing at any time with concurrence of both Parties.
- e) This MOU may be executed in two or more counterparts for signature purposes, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.

ALL PARTIES BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HERBY ACKNOWLEDGE THAT THEY HAVE READ THIS MEMORANDUM OF UNDERSTANDING, UNDERSTAND IT, AND AGREE TO THE PROCEDURES AND CONDITIONS DESCRIBED ABOVE.

YAMHILL COUNTY

OREGON DEPARTMENT OF CORRECTIONS

By DocuSigned by:


1E3542CBE2074D7
 [PRINTED NAME, TITLE]

By 

 Jeremiah Stromberg, Assistant Director
 of Community Corrections]

Date 5/2/2024

Date 5/3/2024

**Approved by the BOC on: 5/2/24
via Board Order No.: 24-129**