

**Central and Eastern Oregon
Juvenile Justice Consortium (CEOJJC)**

An intergovernmental organization of the counties of: Baker, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Lake, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco, Wheeler



Oregon Youth Authority

**OYA/CEOJJC PARTNERSHIP
AND CO-MANAGEMENT AGREEMENT**

October 2007

This agreement is between the Oregon Youth Authority (OYA) and the Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC), an intergovernmental organization of Baker, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Lake, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco & Wheeler counties.

The general purpose of the agreement is to outline the areas of mutual interest and concern to both the Oregon Youth Authority and the Central and Eastern Oregon Juvenile Justice Consortium, and to outline the objectives both parties will be working collectively to accomplish during the duration of this agreement.

A. INTENT OF THE CO-MANAGEMENT AGREEMENT

1. The general intent of this agreement is for both parties to continue to work together to implement the philosophy and provisions of ORS 419C.001, and to improve the effectiveness of the juvenile justice system in Central and Eastern Oregon through a practice of co-management.
2. Co-management: Both parties recognize that in order to effectively deliver services to youth/youth offenders and their families, it is necessary to coordinate state and community services and resource development; practice flexible service delivery models; and promote collaborative working relationships. The process is called co-management.
3. Co-management was founded on the premise that all governmental units working together provide the best way to implement shared values. In this case, the shared values are to ensure public safety and to provide the best possible juvenile justice system for Central and Eastern Oregon youth and families.
4. With the foregoing intent and practice, the goal is that the juvenile justice system in Central and Eastern Oregon will continue to improve, as measured by recidivism and compliance with the discretionary bed allocation (DBA). To comply with the DBA, the OYA and the county juvenile departments work together to divert youth offenders from commitment or revocation to a youth correctional facility, whenever he/she can be safely managed in the community.

B. SHARED VALUES AND PRINCIPLES OF CO-MANAGEMENT

1. The CEOJJC/OYA partnership is a county-state partnership established to work together in planning, shared decision-making, resource development, and jointly managing the operation of the juvenile justice system in Central and Eastern Oregon. This partnership is referred to as co-management.
2. Co-management is a process for understanding, clarifying, and sharing information and expertise; and for defining the responsibilities, roles, limitations, values and beliefs that are necessary to have in a coordinated system of community and state resources.
3. Co-management is a forum for open and ongoing communication and problem-solving that helps to build working relationships and trust. Ongoing communication and joint monitoring of the juvenile justice system ensures that potential concerns and issues are identified accurately and early, and problem-solving can occur. **Trust is a key element to the success of this co-management partnership.**
4. Co-management is also an opportunity for understanding and recognizing differences in how county and state governments operate, and for recognizing differences among counties within this region with respect to geography, population and resources.
5. It is critical to have honest discussions about differences as well. This partnership is built on strengths; however, we recognize and accept that there will be times of disagreement. Those times will be handled professionally.
6. This agreement allows each party to honor and respect existing contracts, policies and practices by which each party is bound. In other words, this agreement embraces mutual respect for County and State governments, their individual missions, visions, goals, values and roles. This agreement does not bind either party with regards to personnel issues and discipline, budget issues, or the setting of internal policy of either party.
7. Working together helps the counties and OYA provide coordinated case management and supervision of youth/youth offenders who are a public safety concern. Working together also enhances case planning for evidence-based programming, which will be the most effective use of each party's limited resources to serve high-risk offenders.
8. An important function of co-management is to work on regional resource development, regional policies and procedures, and problem-solving about systems issues.

C. MUTUAL JUVENILE JUSTICE SYSTEM INTERESTS

The parties have these shared interests in an effective juvenile justice system:

1. To assure that all youth/youth offenders are held accountable to their victims and their community for their actions;

2. To increase public safety through a reduction in recidivism;
3. To strengthen families, including improving the skills and abilities of parents, and empowering parents to provide effective supervision and support for their youth/youth offenders;
4. Timely access to culturally sensitive and gender responsive resources for treatment of substance abuse, mental health, sex offending behavior, or other issues contributing to the youth/youth offender's involvement in the juvenile justice system.
5. Educational success, as well as access to resources for overcoming any learning and/or behavior problems that have interfered with educational success;
6. Early and effective intervention/prevention services for high-risk youth to prevent them from needing and using higher cost services later in the system;
7. Coordinated community case planning and management, which ensures public safety and provides an opportunity for rehabilitation to the youth/youth offender. The parties agree that continuing risk/need assessments provide the foundation for case planning;
8. Coordinated transition planning between counties and OYA when youth offenders enter out-of-home placements and subsequently return to the community; and
9. Ongoing development of evidence-based, best practice treatment programs for youth/youth offenders and their families in Central and Eastern Oregon.

D. THE CO-MANAGEMENT TEAM

1. The parties agree that a Co-Management Team will be the means for this OYA/CEOJJC partnership. The team is composed of the following people:
 - (a.) The elected officers of CEOJJC or their alternates;
 - (b.) The OYA parole/probation supervisors that cover the CEOJJC region;
 - (c.) The OYA field services manager; and
 - (d.) A representative from OYA close custody facilities.
2. The Co-chairs of the Co-Management Team will consist of one OYA member and one CEOJJC member. A quorum will consist of at least one-half of the representatives of each party.

E. CO-MANAGEMENT MEETING PROTOCOL

1. The Co-Management Team agrees to meet regularly to make joint decisions on planning, resource development, and respond to issues that have been referred by OYA or any county member of CEOJJC.
2. Co-chairs of the Co-Management Team will set the agenda for each meeting. Suggested agenda items will be posted on First Class at least one week before the meeting.
3. Co-Management Team representatives agree to be in regular contact with Juvenile Directors and OYA staff not in attendance at meetings so they will be aware of current interests, concerns and resource issues.
4. All CEOJJC Juvenile Directors and other OYA representatives may also attend Co-Management meetings to present and/or discuss any agenda item directly. Meetings are open to county or OYA line staff as well.
5. Meeting minutes will be taken covering a summary of the discussions and decisions made, and distributed to Juvenile Directors and OYA representatives. The Co-Management Team Co-chairs will determine how the minutes will be prepared. All parties agree to communicate with their staffs regarding the outcomes of each meeting.
6. Decisions of the Co-Management Team are made by consensus.

F. ROLES OF THE CO-MANAGEMENT TEAM

1. The Co-Management Team is responsible for:
 - (a.) Coordinating program development at the regional level with an emphasis on evidence-based programming;
 - (b.) Continued development of the case management process;
 - (c.) Encouraging the county/state partnership, including coordination with correctional facilities, transitional programs, and community resources; and
 - (d.) Providing a forum for general problem-solving in the region's juvenile justice system.
2. The Co-Management Team is responsible for joint planning and management of diversion funds, individualized services funds, and other special regional projects and programs.
3. The Co-Management Team coordinates long term planning for systems change including, but not limited to, the following resources:
 - (a.) Detention and shelter services;

- (b.) Foster care/treatment foster care;
 - (c.) Residential, transitional, group care, and community placements; and
 - (d.) Short-term secure treatment and close custody resources.
 - (e.) This role includes long term planning for prevention of high-risk youth/youth offenders needing high cost services later in the system.
4. The Co-Management Team facilitates the development of a supportive and professional working relationship between the counties and OYA. This role includes resolving rumors and acknowledging and building on current positive relationships.
 5. The Co-Management Team coordinates the evaluation of effectiveness of programs and services within the region. Evaluations are conducted through a collaborative effort of CEOJJC and OYA.

G. VALUES OF THE OYA AND CEOJJC PARTNERSHIP

1. OYA and all members of CEOJJC agree to work together to develop a joint approach for implementing an integrated, multidisciplinary individual case management/case supervision system. Part of that system will include the use of community resource teams for youth offenders who are placed in community resources; e.g., out-of-home placements, youth correctional facilities, and for transition of youth offenders from the facilities to the communities.
2. OYA and all members of CEOJJC agree to continue to work together to develop and support timely access to a comprehensive continuum of responsive and self-sufficient system of resources in the Central and Eastern Oregon area for all youth/youth offenders involved in the juvenile justice system, including an effective system of graduated sanctions that utilize best practice/evidence-based approaches.
3. There are limited resources in rural Oregon for high-risk youth/youth offenders and families in the juvenile justice system. Both parties agree that the critical resource needs for youth offenders on probation or parole in rural Oregon continue to be:
 - (a.) Timely access to detention;
 - (b.) Evidence-based/best practice alcohol and drug programs (both inpatient and outpatient);
 - (c.) Community resources to prevent out-of-home care;
 - (d.) Evidence-based/best practice residential programs;
 - (e.) Resources for girls and young women;

- (f.) Culturally-competent programs for minority youth/youth offenders;
 - (g.) Assessment and treatment resources for sex offenders; and
 - (h.) Mental health assessment and treatment.
4. The parties agree to continue to work together to enhance the community case management approach for all youth/youth offenders entering the juvenile justice system. Community case management is a process that develops a single case plan that guides all intervention provided by community and/or state resources to a particular youth/youth offender and family. The key objectives and principles of the community case management approach are outlined in Attachment A (p. 9).
 5. OYA and CEOJJC agree to provide joint consultation and technical assistance on ways to improve the effectiveness of local and regional justice systems when requested by either party, or other county agencies, as well as local public safety coordinating councils.
 6. Facilitate communication and collaborative working relationships among counties, and with state agencies at local and regional levels.
 7. Monitor the development of state policy and procedures to assure equity and fairness for counties in the CEOJJC region, especially small counties.
 8. OYA and the members of CEOJJC agree that the Juvenile Justice Information System (JJIS) is a positive addition to the method of information-sharing between case managers within the juvenile justice system. To the best of their abilities, OYA and CEOJJC agree to:
 - (a.) Work together to effectively use the JJIS system within the region;
 - (b.) Explore how the JJIS system can be improved to be a more effective resource for managing state and county resources within the region; and
 - (c.) Assure that accurate, complete and timely information is being entered into the JJIS system.
 9. OYA representatives and the Juvenile Directors agree to continue the development of written protocols and policies to define how the state and county juvenile justice systems work together. The Co-Management Team will coordinate updating existing policies and develop policies as needed. Policies that have been developed are:
 - (a.) Reciprocal transport agreement;
 - (b.) Parameters for the use of Diversion and Individualized Services programs;

- (c.) Protocols for alcohol and drug treatment providers and Juvenile Department/OYA staff, when working together in the case management of youth/youth offenders (developed in October 1998 by the Targeted Capacity Expansion Federal Grant);
- (d.) Close custody regional resource management procedure (DBA management); and
- (e.) Reduction plan for use when state funding for OYA close custody beds is cutback.

H. RESPONSIBILITIES OF CEOJJC

In addition to being a forum for sharing information and discussion of current issues affecting county juvenile departments, CEOJJC agrees to continue to provide the following:

1. Program and fiscal management of contracts, including, but not limited to, the county diversion agreement and the individualized services agreement;
2. Resource development, seeking new funding sources, building intergovernmental partnerships and intergovernmental agreements as needed to improve the operations of the juvenile justice system in the region;
3. Be a forum for counties to discuss local issues;
4. Facilitate training for Juvenile Directors and staff on changes in the juvenile justice system, worker skills, and best practice/evidence-based programming; and
5. Provide organizational and leadership development activities, which support the individual counties that are members of CEOJJC in improving the operation of their local juvenile justice system.

I. SPIRIT OF THIS AGREEMENT

The agreement is entered into in good faith by all parties in the spirit of mutual support. The organizational representatives are empowered to resolve questions and any issues related to this agreement in consultation with appropriate parties. The agreement may be amended by mutual consent; may be terminated by any party for any reason; and the parties agree to review it on a biennial basis. Signatures indicate commitment to the terms of this agreement:

Karen Andall 10/24/07
 Karen Andall, OYA Field Manager Date

John Lawrence 10/24/07
 John Lawrence, Chair Date
 CEOJJC

Ed Pierson 10/24/07
 Ed Pierson, OYA Eastern Region Date

Robert Warsaw 10/24/07
 Robert Warsaw, OYA Central Region Date

Craig Contreras 3/4/08
 Craig Contreras, OYA Southern Region Date

ATTACHMENT A:

THE COMMUNITY CASE MANAGEMENT APPROACH

Community case management is a process that develops a single case plan of reformation that guides all intervention provided by community and/or state agencies to a particular youth/youth offender and family while he/she is under the jurisdiction of the juvenile court.

Key objectives of community case management planning include:

1. Developing a seamless response from community resources and any state services that may be provided to the youth/youth offender and his/her family.
2. Assuring accountability to specific reformation and rehabilitation objectives for the youth/youth offender and family from all agencies involved in the case.
3. Assuring that reasonable efforts are made to maintain the youth/youth offender in the community without compromising public safety, preferably in his/her own family.
4. Assuring that youth offenders returning to the community are provided adequate structure and support to enhance the probability of his/her success in the community.
5. Assuring that evidence-based/best practice treatment resources are used whenever possible.

The case management plan is developed at the community level by the juvenile department, utilizing a multidisciplinary approach which may include a range of agencies and community resources and the family; e.g., community resource or resource development teams.

The case management plan is developed around specific behavioral objectives and goals for reformation and rehabilitation in response to behavior and thinking that has led to criminal offenses in the past and/or that may lead to similar behavior in the future if not changed. The county juvenile department will continue to monitor the case management plan if the youth/youth offender is placed in an out-of-home resource or an OYA youth correctional facility. Upon returning to the community, from either an out-of-home placement or from a close custody facility, the case management plan will include transitional goals and structure to aid the youth in becoming a successful citizen of the community. In order to reach this goal, the parties agree to implement the use of resource development teams and family partnership meetings.

Key principles of community case management planning are:

- a) To individualize intervention plans for youth and families;
- b) To assure public safety and address the interests of victims to assure that multi-problem issues of the youth and family that contribute to criminal behavior or that may work against rehabilitation are addressed in the case management plan (such as mental health, sex offending and alcohol/drug problems, pregnancy, abuse, learning disabilities);

- c) To assure that intervention from different agencies is coordinated and is focused on achieving common behavioral and restorative objectives;
- d) To assure that any gender equity and any culturally specific needs of youth/youth offenders and families are addressed in individualized case plan;
- e) To prevent recidivism and return to criminal behavior;
- f) To assure equal access to all services throughout the system, including services before and after any out-of-home placement;
- g) To assure that intervention for youth placed in residential programs or in a secure facility prepares them for successful return to the community; and
- h) To assure that there is a comprehensive community transition plan following an out-of-home or institutional placement, to facilitate successful adjustment in the community.

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Juvenile Justice Consortium (CEOJJC)**

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Morrow, Sherman, Umatilla, Union, Wallowa, Wasco, Wheeler*



OYA CONTRACT #
11756a

Oregon Youth Authority

**OYA/CEOJJC PARTNERSHIP
AND CO-MANAGEMENT AGREEMENT**

October 2007

This is Amendment No. 1 to the Co-Management Agreement dated October 24, 2007 between the Oregon Youth Authority (OYA) and the Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC), an intergovernmental organization of Baker, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Lake, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco & Wheeler counties.

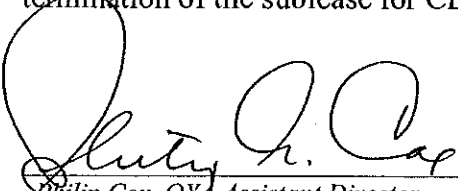
1. The Agreement is hereby amended as follows:

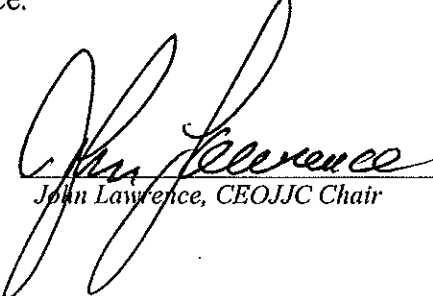
Amend to Agreement document to add the attached Attachment B, entitled "CEOJJC OFFICE SPACE."

2. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Agreement.

3. Signatures

Signatures indicate continued commitment to the spirit of Co-Management and recognition of the termination of the sublease for CEOJJC office space.


Philip Cox, OYA Assistant Director 8/30/10
Date


John Lawrence, CEOJJC Chair 8-25-10
Date

Reviewed by OYA Contract Officer:
Name D. [Signature] Date 8/30/10

ATTACHMENT B:

CEOJJC OFFICE SPACE

Since October 1, 2001, the CEOJJC Business Office has occupied 104 square feet of office space in the Deschutes OYA Office in Bend, Oregon. CEOJJC and OYA entered into a sublease with rent payments for the office space at the time the CEOJJC Business Office began operating in Bend and the sublease has been renewed annually since 2001.

The current sublease expired on May 11, 2010. To support Co-Management, OYA has terminated the sublease and agreed to allow CEOJJC to remain in the Deschutes OYA Office, rent free at this time.

By terminating the lease, OYA is encouraging the county/state partnership in juvenile justice in the CEOJJC region.

Premises:

Approximately 104 square feet of office space located in Suite A200, McKay Plaza, 62910 O.B. Riley Road, Bend, Oregon, consisting of a 13 ft x 8 ft office for the Business Manager of CEOJJC, plus access to the kitchen, storage area, conference room, copier, fax machine, phone and the existing furniture in the space.

Liability Coverage:

CEOJJC agrees to be responsible for any damage or third party liability which may arise from its occupancy and use of the Premises, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, to the extend of liability arising out of the negligence of the State.