



Community Justice The Pathfinder Network

December 19, 2022

**A Report to the
Jackson County
Board of Commissioners**

Commissioners

Rick Dyer

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Internal Audit Program

Eric Spivak
County Auditor

Tanya Baize
Senior Auditor

Nicole Rollins
Senior Auditor



**JACKSON
COUNTY**
Oregon

MEMO
INTER - OFFICE

Internal Audit

Eric Spivak
County Auditor

10 S. Oakdale, Room 214
Medford, OR 97501
Phone: (541) 774-6021
Fax: (541) 774-6705
SpivakER@jacksoncounty.org

To: Board of Commissioners
Re: Audit of Community Justice's contract with The Pathfinder Network
Date: December 19, 2022

The enclosed report presents the results of an audit of Community Justice's contract with the peer mentoring service provider The Pathfinder Network.

Please feel free to contact me at your convenience if you have any questions or would like additional information not contained in the report.

C: Audit Committee
Jackson County Budget Committee
Moss Adams, LLP

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Audit Objectives

The objectives of the audit were to evaluate whether:

1. The Pathfinder Network is compliant with its contractual obligations;
2. Community Justice has provided an appropriate level of contract oversight; and
3. Evaluation systems have been designed and implemented so that Community Justice can determine how successful the program has been in meeting its stated goals.

What We Found

Community Justice wrote a very detailed contract which does an excellent job of specifying the service expectations. In general, Pathfinder is compliant with these contractual obligations, though various environmental factors have challenged Pathfinder's ability to provide the level of service specified in the contract. Community Justice management is very involved in the project and is aware of these challenges and resulting conditions. Though Community Justice is very involved in the project, it has not developed a formalized evaluation system to determine the extent the program has achieved its specified goals.

What We Recommend

We recommend that Community Justice take a more formalized approach to managing the contract. Specifically, we recommend that major decisions and all deviations from the contract terms and conditions be documented to evidence that both parties have discussed and agreed upon applicable courses of action. Additionally, we recommend that Community Justice develop and implement activities that will provide the information necessary to determine the level of success achieved by the program in meeting its stated goals.

Introduction

Audit Authority

We conducted our audit in accordance with Codified Ordinance 218 pertaining to the County Auditor. This audit was included in our fiscal year 2022-23 Internal Audit Plan.

Compliance with Government Auditing Standards

We conducted this performance audit in accordance with generally accepted government auditing standards. These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. Additionally, the standards address the importance that auditors be independent of management. The Internal Audit program operates in compliance with the generally accepted government auditing independence standard for internal audit departments.

Confidential or Sensitive Information

We did not withhold information that would be considered sensitive or confidential.

Audit Conclusion

The Service Provider is generally in compliance with its contractual obligations and Community Justice is actively engaged in monitoring the service provider’s performance. However, given that this is a high dollar contract, we believe that a more formalized approach to contract management is warranted and that efforts should be made to formally evaluate the program’s achievement of its stated goals.

Audit Objectives, Scope & Methodology

Our audit objectives focused on determining if:

1. The Pathfinder Network is compliant with its contractual obligations;
2. Community Justice has provided the appropriate level of contract oversight; and
3. Evaluation Systems have been designed and implemented so that Community Justice can determine how successful the program has been in meeting its stated goals.

Our audit procedures included:

- Reviewing applicable contracts and amendments
- Meeting with Community Justice contract management staff to discuss contract oversight activities
- Determining if Peer Mentors have been carrying the required case load
- Verifying the requisite number of clients have been served
- Confirming drop-in services and cognitive and skills groups have been provided per contract requirements by reviewing attendance rosters
- Obtaining Peer Mentor certification documentation
- Reviewing progress reports provided by The Pathfinder Network
- Reviewing the gift card purchase log
- Reviewing Pathfinder monthly invoices
- Determining if Community Justice received the number of Pathfinder staff hours specified in the contract
- Comparing Pathfinder staff pay rates to rates stated in the contract
- Reviewing the contract administrative rate and rates charged on invoices
- Verifying that total pay for each staff member from all Pathfinder contracts does not exceed 100% of the employee's total payroll expenses.

Background

In October 2020 Community Justice (CJ) entered into a contract with The Pathfinder Network (Pathfinder) to provide peer mentoring and wraparound services for medium and high-risk probationers.¹ The contract was established with the goals of increasing offender accountability, reducing recidivism, increasing public safety, and increasing success of offenders in the community.

Funding for the contract comes from multiple State grants and intergovernmental agreements including the State of Oregon Department of Corrections as part of Jackson County's Community Corrections Plan. The goals of the community corrections plan are to:

***The County's
Community
Correction Plan has
4 goals***

1. Reduce Criminal Behavior
2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders
3. Assist Offenders to Change
4. Provide Reparation to Victims and Community

***Full and part time
peer mentors
provide a variety
of services***

Services to be provided by Pathfinder consist of individualized peer mentoring, "drop-in services," and facilitation of cognitive and skills groups. These services are to be provided by certified peer mentors who, in addition to being certified, have had former involvement in the Criminal Justice System, and have been provided with training in a number of areas which are specified in the contract. Specifically, the contract requires that Pathfinder provide:

- Four fulltime peer mentors carrying caseloads of 15-18 individuals.
- Cognitive and skill group instruction and drop in services to at least 300 clients during the 1st year and at least 500 clients during the 2nd year.²

¹ Participants receiving wraparound services are assigned to a peer support caseload and work with a specific Peer Support Specialist having at least weekly contact.

² The contract doesn't specify whether year 1 refers to the first 12 months of the contract period or the remainder of the County fiscal year within which the contract began.

- Four part time peer mentors providing afternoon drop in services and facilitating cognitive and skills groups at the Adult Probation Office.
- An additional 4 part time peer mentors providing evening drop in services and facilitating cognitive and skills groups at the Transition Center.

The following additional requirements are established by the contract. Pathfinder is required to conduct monthly information sessions so that probationers can learn about the services being offered. Pathfinder is to submit reports twice yearly to the CJ contract administrator, and Pathfinder is to maintain appropriate documentation of gift cards that are used to encourage and reward program participants. Additionally, needs assessment tools used by CJ are to be used by Pathfinder when developing case service plans and the planning is to be done collaboratively with Community Justice Probation Officer staff.

Contract services have been expanded and the timeframe extended.

The initial contract was for a 2-year period (October 2020 – September 2022) and for an amount not to exceed \$1,500,000. The contract specified that Pathfinder would assign 10.28 FTE, including portions of Pathfinder executive staff, to the program. The contract detailed the hourly rate CJ would pay Pathfinder for each position assigned to the program and included a line item budget for non-personnel expenses.

The contract has been amended 3 times. Through these amendments, the contract increased from a 2-year, \$1.5M contract involving 10.28 Pathfinder FTE to a 2-year 9-month, \$3.6M contract involving 18.65 FTE. In summary, the following changes occurred through contract amendments:

- 1st Amendment (11/9/20) – This amendment did not change the \$1.5M contract price but it made \$27,000 of reductions to Pathfinder’s line item budgets because they exceeded the contract not-to-exceed amount by \$27,000. Concurrently, the amendment made some changes to the rates of pay for some Pathfinder positions assigned to the program and added slightly less than 1 FTE to the total number of FTE assigned to the program. The FTE count went from 10.28 to 11.05.

- 2nd Amendment (10/6/21) – This amendment increased the contract amount by \$220,224. The amendment decreased the hourly rate of pay that CJ would pay Pathfinder for most positions assigned to the program during County fiscal year 2021-2022 and increased the total number of FTE from 11.05 to 12.2. Compensation for the fiscal year increased from \$836,911 to \$1,057,135.
- 3rd Amendment (2/22/22) – This amendment extended the contract length 9 months from an end date of 9/30/22 to 6/30/23, which corresponds with the state grant funding period end date and the county fiscal year end date. Additionally, this amendment increased the FTE count from 12.2 FTE to 18.65 FTE and added \$1,942,865 (an additional \$302,800 for FY 21-22 and \$1,640,065 for FY 22-23) to the contract price, resulting in a total contract price of \$3,663,089 for the 2-year and 9-month period.

Contract Compliance

Objective 1: Determine if The Pathfinder Network is compliant with its contractual obligations.

First, we applaud CJ for having written a very detailed and specific contract that establishes performance criteria and serves as a basis for holding the service provider accountable. The Pathfinder contract establishes what services will be provided, how many clients are to be served, the required credentials of those providing the service, etc.

Detailed contracts provide clarity and establish expectations of all parties involved. They also provide opportunities for auditors to find areas of non-compliance or areas where controls could be strengthened. We do believe that it is better to have a detailed contract that results in audit findings than to have a vague contract that, by being vague, can withstand an auditor's scrutiny but also limits service provider accountability.

That said, we found Pathfinder complied with most of the requirements established by the contract. As will be discussed below, there are some contractual requirements which are 'aspirational' in nature (meaning they aspire to serve a certain number of clients and provide a certain

number of service hours) and haven't been met, but CJ is aware that these requirements haven't been met. Similarly, there are a few areas in which CJ is aware that Pathfinder has deviated from the specific requirement established in the contract.

Administrative Rate Limit

The 15% administrative rate included in Pathfinder's contract budget is allowable per confirmation from the Criminal Justice Commission.

We had questioned whether the 15% administrative rate included in Pathfinder's contract budget exceeded what is allowable per the Criminal Justice Commission Justice Reinvestment Grant, which is included in the contract by reference, because the Reinvestment Grant specifies that no more than 10% of the Grant Funds may be used for administrative costs.

The Commission had approved the grant application which included a budget showing the 15% administrative rate. However, we wanted certainty that the approval wasn't an oversight and so we asked the Community Justice Director to contact the Commission for guidance.

By email, the Criminal Justice Commission's Justice Reinvestment Program Manager confirmed that the 15% does not apply to Pathfinder. The Manager wrote:

To answer your question, our administrative cost limitation is focused on counties. Because Pathfinder is a contractual service and a subgrantee of the county, they may charge a 15% administrative cost. Please feel free to provide this email as written confirmation from the Commission to your auditors.³

Line Item Expense for Staff Typically Included in the Administrative Rate

The Pathfinder Budget Narrative states that the 15% administrative rate includes the salary and fringe benefit expenses of the Executive Director and Administrative Assistant. However, the Proposed Budget includes a line item for .15 FTE of the Executive Director. Similarly, the third amendment included a line item for an Administrative Support Specialist. Pathfinder invoices evidence that the Executive Director and

³ 12/1/22 email from Criminal Justice Reinvestment Program Manager to Community Justice Director.

Administrative Support Specialist salary and expenses are billed as line item expenses in addition to the administrative rate that is billed.

An argument can be made for billing the Executive Director's time as a direct expense. According to CJ, the Executive Director does spend approximately one week a month on-site and is involved in the day-to-day operations of the Jackson County program, which is not usually expected of an Executive Director.

However, including this time as a line item expense does make it harder to simultaneously justify the 15% administrative rate, since the administrative rate is included so that service providers can recoup their administrative costs. Pathfinder's August 2022 Personnel Cost Worksheet shows that for that month 77% of the Executive Director's salary was billed to Pathfinder's Administrative Unit, 11% was billed directly to Jackson County, and 12% billed to other corrections programs.

Similarly, the Administrative Support Specialist could be considered a direct expense and not an indirect administrative overhead expense. The position is based on-site and not in the Portland executive offices. The position was added as part of Amendment 3, which increased program staffing from 12.2 FTE to 18.65 FTE. According to CJ, this position was added because as the local program team grew the workload involving processing intakes, making files, entering data, managing client assistance, clerical work, etc. grew to the extent the Operations Coordinator needed assistance.

Pay Rates

Pay rates paid to Pathfinder employees have not always agreed to rates specified in the contract or subsequent contract amendments. The cause of the differing amounts appears to result from two different ways the contract wording can be interpreted.

Below is the beginning of the budget specified in the initial contract. As you'll see, it includes the phrase "anticipated budget for services performed" and an hourly rate associated with a given position. For purposes of brevity only the first two positions are listed below.

4. Budget. The anticipated budget for services performed under this contract shall be as follows.

i. County year 2020-2021:

- .13 FTE Senior Evidence-Based Policy Advisor @ \$51.37/hr.
- .15 FTE Director of Community Programs @ \$51.09/hr.

Community Justice explained that it specified pay rates in the contract as a control to ensure Pathfinder established pay rates that would attract quality candidates.

Pathfinder provided the following explanation as to why payroll records suggest that employees were being paid less than the amounts stipulated in the contract amendments:

The budget amendment and previous budgets submitted factor the highest rate of pay within a starting pay range. Actual pay rates are dependent on qualifications, experience, and other factors. We request reimbursement based on the actual pay rate granted for each staff member. The pay rates in the budget help us plan for the maximum potential costs for compensation...

Additionally, ... The hourly rate referenced in the amendment accounts for the total compensation of the employee (salary and fringe benefits).⁴

We applaud CJ for including pay rates in the contract to ensure the service provider offered salaries that would attract and retain quality employees.

We recommend that future contracts establish pay ranges instead of set amounts and that language clarify whether a listed amount refers to the hourly pay rate or the employer's cost of salary and benefits (total cost). Implementing this recommendation should improve contract language clarity.

We also found that invoices from March, April, and May 2022 indicate that budgeted hourly rates for some employees exceeded the budget stipulated in Amendment 3, which was authorized in March 2022. Pathfinder explained that this was due to anniversary raises and promotions. These increases were verbally approved by Community Justice.

⁴ 11/29/22 email from Pathfinder's Director of Finance

As discussed earlier, we recommend that there be documentation that memorializes an agreement to deviate from the contract.

Contract Hours

Pathfinder has not provided all the service hours that it is contractually obligated to provide. However, it has only billed for actual hours provided. The contract and amendments specify the FTE to be provided for each position by fiscal year, but actual service hours provided were 3,000-4,000 hours short due to COVID-19 and difficulties in filling all positions. To provide context – the total number of service hours to be provided during this period was 29,327, so Pathfinder was approximately 12% short.

Specifying in contract the number of service hours to be provided is better than not establishing an expectation. Moreover, because Pathfinder only bills for hours worked, we do not see this as a compliance issue. To provide perspective – We have seen other contracts where a service provider was paid a lump sum and was therefore de-incentivized to speedily fill vacated positions.

CJ indicated that it was aware of the situation. Using this as a learning opportunity for future contracts, we would recommend that future contracts include language that clarifies the service hours are ‘aspirational’ and that the service provider can only bill for actual hours of service provided.

We also recommend that CJ formally document its awareness and acceptance of situations that prevent a service provider from achieving the service expectations established in the contract. For example, a formal monthly meeting for which minutes are produced could include a statement indicating the situation was discussed and that both parties agreed on a future course of action to remedy the situation.

Mentor Caseloads

Pathfinder Peer Mentors have not always maintained the caseload size specified in the contract. The contract states that full-time Peer Mentors are to maintain a caseload of 15-18 individuals. We reviewed caseloads for the period of March 2021 through February 2022. During this time

period there were 7 Peer Mentors who worked a combined total of 64 months. We found:

- 31 months (48%) had the required caseload of 15-18
- 8 months (13%) had caseloads higher than 18
- 25 months (39%) had caseloads with fewer than 15

CJ acknowledged probation officer involvement in referring and introducing clients to Pathfinder's program is critical in achieving the desired caseload sizes. Other factors such as COVID-19 were also mentioned as contributing to low caseloads during some months.

We noted that Pathfinder did not appear to leave inactive clients on caseloads in order to meet the contract requirement. We commend Pathfinder for this.

Drop-In Counseling

The contract requires drop-in services to be provided in the afternoon at the Community Justice Resource Center, and evening support at the Transition Center. Drop-in counseling is being provided as required.

A roster is required to document all contact and services delivered. Attendance rosters are used for drop-in at the CJ Resource Center, but not at the Transition Center. The rosters used at the Resource Center do not indicate if the client was there for drop-in services, or was participating as a caseload client, but there is a report out of Pathfinder's Apricot system that can differentiate between the two types of appointments.

Cognitive and Skills Groups

The contract requires 2-3 cognitive and skills groups a week at Community Justice and the Transition Center. An attendance roster for all groups is also required. We reviewed the September 2022 schedule of classes to be held at Community Justice and the Transition Center and also a sample of attendance rosters for each. Groups appear to be held as required by the contract.

Informational Meetings

Per the contract, Pathfinder is to provide at least monthly information sessions to inform potential participants about the program and to provide an opportunity for them to meet the Peer Mentors. The contract started October 2020, which was during COVID-19, and therefore monthly information meetings did not start until December 2021 when most restrictive COVID-19 guidelines were lifted.

Per the Pathfinder Executive Director and CJ, the monthly meetings are being held but they are not well attended. They do not keep attendance rosters for information sessions, so we can not report the actual attendance.

Per the Community Justice Deputy Director⁵, the most successful method of engaging clients with a Pathfinder Mentor is when the Probation Officer personally introduces the client to the Mentor and suggests a need that the Mentor could help the client with.

Collaboration

The contract requires not less than 90% of cases surveyed to demonstrate collaborative case planning between Pathfinder and Community Justice. In addition, 90% of cases surveyed are to include a service plan provided by Pathfinder that is informed by the Level of Service/Case Management Inventory (LS/CMI) or Women's Risk Needs Assessment (WRNA).

Neither Pathfinder nor CJ keeps information that would enable us to verify the extent of collaboration. Client 3-month and 6-month progress report forms were designed with the intent that progress meetings would be held and all parties, including the probation officer, would then sign off on the form. However, the forms are not being signed and it was unclear as to whether the progress meetings are occurring.

While we did not verify directly, discussion with the CJ Deputy Director indicates that Pathfinder is likely compliant with the requirement requiring collaborative case planning. Pathfinder Mentors and Probation Officers for female clients work out of the same building (The

⁵ Program Manager VIII

Collaborative), to encourage collaboration. For men, usually the PO will walk the client over and introduce them to a Peer Mentor and suggest a need that the Mentor could help with. In addition, we were informed that Pathfinder Mentors attend CJ all-staff meetings on a monthly basis.

Clients must be rated as medium or high risk before they are eligible for services from Pathfinder. The risk rating is on the LSCMI/WRNA which is completed by the PO. The Deputy Director reported that if Pathfinder is unable to obtain a LSCMI/WRNA from the PO in a reasonable amount of time, Pathfinder will then email her to ask for assistance in obtaining it.

Progress Reports

The contract requires Pathfinder to submit Progress Reports every 6 months as well as other reports and information as the Contract Administrator may reasonably request. Pathfinder had been submitting monthly reports and also occasionally 6- or 12-month summaries. Beginning in June 2022 Pathfinder switched to quarterly reports.

Invoices

The contract requires Pathfinder invoices to provide the date, invoice number, Contractor's personnel name and position, address, phone number, hours worked by employee, and a description of the work and/or expense. The Pathfinder invoices provide all the required detail except that a description of the work is not provided beyond the position title.

Providing a description of work is an appropriate control to ensure service providers are billing only for hours in which services are being provided, and we assume that is the reason CJ included this requirement in the contract. Though verification of physical presence may be seen by some as adequate assurance that work is being performed, a contractor can be on-site but can be doing unrelated work.

For some positions, such as the peer mentors, the description of work would likely stay the same from day to day and therefore we see no benefit to requiring that information. For other positions, such as the Executive Director, Director of Community Programs, and Operations Coordinator, we recommend that CJ either require Pathfinder to submit work descriptions, as stipulated in the contractual agreement, or

memorialize that it has authorized Pathfinder not to adhere to this requirement.

Gift Card Log

If gift cards are given to participants, the contract requires Pathfinder to maintain a log of the gift card number, date issued, name of participant, and description of the item purchased. The receipt is to be kept in the participant's file. We requested documentation for all gift cards issued January through September 2022. Pathfinder provided Gift Card Tracking Sheets, Client Expense Forms, and copies of receipts that showed the required information.

Certification and Training

The Peer Mentor staff are required to be CADC Certified, and to complete the continuing education required to maintain their certification. We requested certification and continuing education documentation for all Peer Mentors on staff as of October 20, 2022. Pathfinder does not track continuing education, but does monitor staff certifications. Certification documentation or certificates of class completion were provided for all current staff. Due to recruitment challenges, Pathfinder has had to hire staff who are not yet certified, but begin the process upon hire. CJ has agreed to this process. We recommended this agreement be formally memorialized.

Contract Oversight

Objective 2: Determine if Community Justice has provided the appropriate level of contract oversight.

Our impression, based on conversations we had with CJ, is that CJ is deeply involved in and with the services being provided by Pathfinder. Per CJ, interactions are frequent but tend towards being informal.

As discussed above, CJ designed a thorough and specific contract that established and documented its expectations of Pathfinder. As also discussed, due to various circumstances, Pathfinder has not been able to meet all these expectations. When we brought these conditions to CJ's

attention, CJ indicated it was aware of the conditions but there is nothing that documents either awareness or consent.

Given that this contract, after being amended 3 times, is for \$3,600,000 and involved 2.9 years of service, we believe that CJ should move to a more formalized system of oversight that involves formally documenting all deviations from contract as well as other agreements. This documentation can occur through either regularly scheduled meetings in which minutes document the agreements or through emails that document verbal agreements.

CJ has already taken action to implement this recommendation. Per CJ management, any agreements made either verbally or by text will be documented in an email or written documentation and then saved digitally in the contract file for future reference and timeline agreements.

Contract Evaluation

Objective 3: Determine if evaluation systems have been designed and implemented so that Community Justice can determine how successful the program has been in meeting its stated goals.

A formalized evaluation system has not been established

The contract was established with the stated goals of increasing accountability, reducing recidivism, increasing public safety, and increasing success of offenders in the community.

CJ has not established systems to measure the program's success in meeting these goals.

Pathfinder monthly reports do provide some related information, but the information is not specific to the stated goals. Pathfinder reports the number of participants who successfully completed wraparound peer support services. The criteria for successful completion is improvement in the areas of increased resilience capital and increased recovery capital, which are measured through client interviews.

Additionally, the monthly report includes a section titled "Successes." The May 2022 Successes section included the following:

- We had a total of 314 interactions with participants for a total of 215.25 hours of service provided.
- We completed two assessments and both showed increased recovery capital. One additionally reflected an increased resilience capital.
- We started four classes in the month of May and five classes were completed.
- We successfully opened two new locations and have had great support from the Pathfinder Network leadership and community partners.
- We continue to provide housing and assistance funds to participants which has addressed significant barriers and has assisted them in being successful.

In discussing this with CJ, we were told CJ plans to have outside experts evaluate whether program implementation is occurring in accordance with the practices associated with the program model, if and when funding is made available for this purpose by the State.

Additionally, Pathfinder commented that evaluations are expensive and that the contract amount did not cover the cost of an evaluation. However, Pathfinder's budget for this program does include a .15 Program Analyst.

Respectfully, we believe that given the \$3.6 million-dollar investment of public funds, a formal evaluation system should have been included as part of the project. To clarify – An “evaluation” can consist of efforts that are less than what would be included in a full evaluation conducted by academics or professional program evaluation practitioners. For example, it would be worthwhile to know how many participants found housing, obtained and retained employment, have met the terms and conditions of their probation, have remained out of jail or prison, etc.

We discussed this with CJ and Pathfinder. Both parties acknowledge that there would be a benefit in being able to provide interested stakeholders with information regarding the extent to which the program has achieved its goals and whether, given appropriate time, the program benefits appear likely to exceed the program costs.

Pathfinder collects data on each client and maintains a database of this data. Other relevant information is available through the state's criminal justice system database, though we are told that database is old and not well designed for data extraction.

CJ and Pathfinder jointly agreed to examine their data sources in the context of the stated program goals and determine what information can be gleaned and reported.

Summary of Recommendations

We recommend that:

1. Future contracts include language that clarifies the service hours are ‘aspirational’ and that the service provider can only bill for actual hours of service provided.
2. CJ formally document its awareness and acceptance of situations that prevent a service provider from achieving the service expectations established in the contract.
3. Future contracts establish pay ranges instead of set amounts and that language clarify whether a listed amount refers to the hourly pay rate or the employer’s cost of salary and benefits (total cost).
4. CJ either require Pathfinder to submit work descriptions, as stipulated in the contractual agreement, or memorialize that it has authorized Pathfinder not to adhere to this requirement for positions such as the Executive Director, Director of Community Programs, and Operations Coordinator.
5. CJ document they have agreed to the process of hiring staff who are not yet certified, but begin the process upon hire.
6. CJ move to a more formalized system of oversight that involves formally documenting all deviations from contract as well as other agreements. This documentation can occur through either regularly scheduled meetings in which minutes document the agreements or through emails that document verbal agreements.
7. Pathfinder and CJ should examine data and report information regarding how many participants found housing, obtained and retained employment, have met the terms and conditions of probation, have remained out of jail or prison, etc.

Management Response

Jackson County Community Justice is grateful for the insight and recommendations provided by the audit committee. We have prepared the following response.

1. CJ will ensure that future contracts clarify service hours and billing practice expectations and will memorialize and document any changes that have been mutually agreed upon up to this point in the contract. CJ will ensure that the service provider can only bill for actual hours of service provided.
2. CJ will formally document awareness and acceptance of situations that require modification or variation from the contract.
3. CJ will have future contracts or amendments to existing contracts reflect salary ranges and clarify total cost of personnel rather than hourly rates.
4. CJ has memorialized that it has authorized TPN to remove the work descriptions from the invoice and will clarify this in future contracts.
5. CJ has memorialized acceptance of TPN hiring staff who are not yet certified and providing certification after hire and will change in future contracts.
6. CJ has moved to formalizing agreements through emails, and future contract amendments any deviations from the contract or agreements.
7. CJ will partner with TPN to identify data tracking on stated objectives and outcomes such as increase in resilience and recovery capital, successful progress or completion of supervision, remaining free of incarceration, etc. to report on this information.

Thank you for ensuring this contract is compliant with accepted practices and meeting the stated objectives. We appreciate the time and partnership of the committee through this process.

Respectfully,

Tira Hubbard

Community Justice Deputy Director

Jackson County

Internal Audit Program

10 S. Oakdale, Room 307
Medford, Oregon 97501

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Eric Spivak, County Auditor

541-774-6021

SpivakER@jacksoncounty.org

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This report is intended to promote the best possible management of public resources. This and other audit reports produced by the Internal Audit Program are available for viewing on the County [website](#). Printed copies can be obtained by contacting the Internal Audit Program.