

POLK COUNTY BOARD OF COMMISSIONERS

DATE: July 26, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

1. CALL TO ORDER AND NOTE OF ATTENDANCE
2. ANNOUNCEMENTS
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Polk County Board of Commissioners will be attending a lunch and learn meeting with the Polk County District Attorney's office on August 1, 2023, located at 820 SE Church St Ste 100, Dallas Oregon.
3. COMMENTS (for items not on this agenda and limited to 3 minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF THE MINUTES FROM July 19, 2023
6. APPROVAL OF CONSENT CALENDAR
7. POLK COUNTY CLERK APPOINTMENT & ORDER NO. 23-10 – Greg Hansen
8. OR:18 – FORTHILL ROAD TO AR FORD ROAD – Brennan Burbank & Anna Henson
9. HWY 22 & HWY 51 INTERCHANGE – Kumar Rethnasamy

CONSENT CALENDAR

- (a) Polk County Contract No. 23-154, Oregon Youth Authority
(Jodi Merritt, Community Corrections Director)
- (b) Polk County Contract No. 23-155, Oregon Youth Authority
(Jodi Merritt, Community Corrections Director)
- (c) Polk County Contract No. 23-156, Oregon Health Authority
(Rosana Warren, Behavioral Health)
- (d) Polk County Contract No. 23-157, Oregon Health Authority
(Rosana Warren, Behavioral Health)
- (e) New Job Specification and Wage, School Based Mental Health Supervisor
(Matt Hawkins, Admin Services Director)
- (f) Polk County Resolution No. 23-10, in the matter of declaring the necessity of
Acquiring property for the Black Rock Road Improvement Project
(Morgan Smith, County Counsel)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION
PURSUANT TO ORS 192.660.**

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES July 19, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Pope were present.

Staff present: Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

3. COMMENTS

Commissioner Pope wanted to invite the public to the Dallas Youth Garden's Open House event on August 5, 2023 from 11:00 a.m. to 12:00 p.m.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF July 12, 2023

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF July 12, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

Commissioner Pope wanted to discuss Resolution No. 23-11 a little bit further. Morgan Smith, County Counsel, stated what the minor changes were to the draft that was sent to the Commissioners previously. Commissioner Pope asked if there was a conversation between Public Works and the City of Falls City. Mr. Smith answered his question. Commissioner Pope stated his concerns on approving this, but stated that he will not oppose it. Commissioner Gordon asked Mr. Smith if pausing this until next week would have a negative impact on this project. Commissioner Pope agrees that he would like to wait another week as well. Commissioner Mordhorst stated that he understands there is a deadline and the importance of this project. He stated that if the City of Falls City had a concern, he believes that they would have notified Polk County about this. The Commissioners agree that they want to table Resolution No. 23-11 until next week.

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE CONSENT CALENDAR WITH ITEM (i) MOVED TO NEXT WEEK.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- (a) Polk County Contract No. 23-142, Capital Asset & Pavement Preservation
(Todd Whitaker, Public Works Director)
- (b) Polk County Contract No. 23-147, Service Contract
(Rosana Warren, Behavioral Health)
- (c) Polk County Contract No. 23-148, Oregon Health Authority – Health Systems, Behavioral Health Workforce
(Rosana Warren, Behavioral Health)
- (d) Polk County Resolution No. 23-09, Master Fee Schedule FY2023-2024
(Greg Hansen, Administrative Officer)
- (e) Polk County Contract No. 23-150, Employment Contract
(Greg Hansen, Administrative Officer)
- (f) Polk County Contract No. 23-151, Service Contract
(Rosana Warren, Behavioral Health)
- (g) Polk County Contract No. 23-152, Service Contract
(Rosana Warren, Behavioral Health)
- (h) Polk County Contract No. 23-153, Iris Telehealth Medical Group PA
(Rosana Warren, Behavioral Health)

There no need for an executive session and Commissioner Gordon adjourned the meeting at 9:10 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



POLK COUNTY

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3177
(503) 623-8173 ★ FAX (503) 623-0896

BOARD OF COMMISSIONERS

Commissioners

CRAIG A. POPE
JEREMY GORDON
LYLER.MORDHORST

GREGORY P. HANSEN
Administrative Officer

TO: BOARD OF COMMISSIONERS

FROM: GREG HANSEN, ADMIN. OFFICER

DATE: JULY 13, 2023

SUBJECT: POLK COUNTY CLERK - APPOINTMENT

RECOMMENDATION:

The Board approve Order 23-10 appointing Kim Williams as the new County Clerk for Polk County.

ISSUE:

How and who should the Board appoint the new Polk County Clerk?

BACKGROUND:

Val Unger, Polk County Clerk, has announced her retirement after 32+ plus years of service in the Clerk's Office and over 20 years as the County Clerk. Her retirement date is effective September 30, 2023. As a result, the Board of County Commissioners are required to appoint a replacement for her vacated position.

Because continuity and knowledge of the Clerk's Office functions (primarily elections and recording) I am recommending in concurrence with Val Unger to directly appoint the new County Clerk from within her office.

Currently, the Clerk's Office has two employees, an Elections Clerk and a Recording Clerk both of whom are more than qualified to fill the position. However, Recording Clerk, Kim Williams is desirous of being named County Clerk and is her intent to run for the position in the 2024 election year.

As a result, I am recommending that the Board appoint Kim Williams as the new Polk County Clerk effective October 1, 2023.

FISCAL IMPACT:

This process does not have any real fiscal impact with the exception of minor staff time.

In the Matter of Appointing)
Kim Williams to the Office of)
Polk County Clerk)

Lyle Mordhorst, Commissioner



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

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



Agreement #15082

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

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

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
2. **Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$465,400.00**. Payments shall be in accordance with the requirements in Exhibit E.
3. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

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

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

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

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

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

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

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

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

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

By: _____ Date: _____
Name: Teri Bledsoe

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

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Susan Amesbury via email Date: 06302023
Assistant Attorney General

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

By: Template approved 06292023 Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Susanna Ramus

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

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

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

16. **"OYA"** means the Oregon Youth Authority.
17. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.
18. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.
19. **"Service Plan"** means the County's plan for 2023-2025 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2023-2025 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 4.
20. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
21. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
- a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.
22. **"Target Population for Diversion Services"** means adjudicated youth ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

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

1. Payment and Recovery of Funds

- a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:
 - (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
 - (ii) No default as described in Section 7 of this Exhibit has occurred.
 - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
 - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
 - (v) OYA has received from County and approved the County's Service Plan for the 2023-2025 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.
 - (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.
- d. Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
 - (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

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

2. Representations and Warranties

a. County represents and warrants as follows:

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

b. OYA represents and warrants as follows:

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

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

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

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

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

3. **Expenditure of Funds**

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

- a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.
- b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.
- c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.
- d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2023 or after the termination date of this Agreement.
- e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. **Expenditure Reports**

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

5. Provider Contracts

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

6. Records Maintenance, Access, and Confidentiality

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

7. County Default

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

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

8. OYA Default

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

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

9. Termination

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

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

10. Effect of Termination

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

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

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

11. Unilateral Modification

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

12. Notice

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

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

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

To County: Jodi Merritt
Polk County
820 SW Church St. Suite 101
Dallas, OR 97338
Voice: (503)623-5226x2842
Facsimile: (503)831-3013
E-Mail: merritt.jodi@co.polk.or.us

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

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

13. Severability

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

14. Counterparts

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

15. Governing Law, Consent to Jurisdiction

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

16. Compliance with Applicable Law

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

Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest

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

18. No Third Party Beneficiaries

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

19. Integration and Waiver

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

20. Amendment

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

21. Headings

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

22. Construction

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

23. Contribution

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities

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

25. Ownership of Intellectual Property

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

26. Force Majeure

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

27. HIPAA Compliance

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

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

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

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

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

- 29. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

1. Outcomes

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

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

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

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

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

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

4. Service Plan

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2021-2023 biennium. Until the Service Plan for the 2023-2025

biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2023-2025 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

- (i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.
- (ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

- b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.
- c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.
- d. Equitable Service Delivery.** In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:
 - (i) JCP Basic and Diversion Narrative Plan report, once per biennium, by July 15, 2023. The Narrative Plan report shall be on an OYA provided template and shall include:
 - An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
 - A description of the services that the County anticipates needing during the 2023-2025 biennium in order to address the needs of diverse youth in the County; and
 - Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.
 - (ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

5. Cultural Competency

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

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and

Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

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

7. Grievance System

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

8. Reporting and Documentation

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

9. Youth Specific Reporting and Required Documentation

- a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

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

10. Other Agreement Requirements

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

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

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

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

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

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

COMMERCIAL GENERAL LIABILITY

☒ **Required** ☐ **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

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

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

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

the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required** ☐ **Not required**

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

EXCESS/UMBRELLA INSURANCE

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

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

ADDITIONAL COVERAGE REQUIREMENTS

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

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with

respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

The Provider or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.




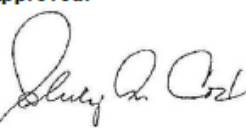
**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
DIVERSION	\$213,659.00
JCP BASIC	\$251,741.00
 GRAND TOTAL	 \$465,400.00

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

EXHIBIT F – SERVICE TRACKING IN JJIS

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

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

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

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



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



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



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



POLICY:

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

Tracking

Required Tracking

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

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



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



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



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
INDIVIDUALIZED SERVICES**



Agreement # 15043

This Agreement is between the State of Oregon, acting by and through its **Oregon Youth Authority**, hereafter called "OYA" or "Agency", and **Polk County**, hereafter called "County", both individually without distinction as "Party" and collectively as the "Parties."

Agency's **Agreement Administrator** for this Agreement is:

Laura Ward

Phone Number: (971) 301-1138

Address: 530 Center St NE, Suite 500, Salem, Oregon 97301

1. Effective Date and Duration. Upon receipt of all required approvals and execution by all parties, this Agreement shall be effective **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2025**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

2. Statement of Work. County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$16,924.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.

c. Agency will pay only for completed Work that is accepted by Agency.

4. Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work), Exhibit B (Subcontractor Requirements) and Exhibit C (Service Tracking in JJIS). Exhibit A, B and C are attached hereto and incorporated herein by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.

b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265 or otherwise.

d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation

or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. County shall ensure that the Subcontract is in writing and contains all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

7. No Third Party Beneficiaries. The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Funds Available and Authorized; Payments. County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. Representations and Warranties. County represents and warrants to Agency as follows:

a. Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. Due Authorization. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County 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 County's charter or other organizational document and (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 County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

d. Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. Services. The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

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

10. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

11. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the notified party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.

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

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

law if it had sole liability in the proceeding.

12. Default; Remedies; Termination.

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

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency's Remedies for County's Default. In the event County is in default under Section 12.a, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 12.e(ii)(D), (E), or (F);

(ii) withholding all monies due for Work and Work Products that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that County was not in default under Section 12.a, then County shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 12.e(ii)(A), (B), or (C).

c. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

d. County's Remedies for Agency's Default. In the event Agency terminates the Agreement under Section 12.e(ii)(A), (B), or (C), or in the event Agency is in default under Section 12.c and whether or not County elects to exercise its right to terminate the Agreement under Section 12.e(i)(B), County's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against County. In no event shall Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 12.d, County shall pay immediately any excess to Agency upon written demand.

e. Termination.

(i) County Termination. County may terminate this Agreement:

(A) In its entirety for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement:

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(iii) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Section 3 and Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation

statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

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

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22 and 24.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

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

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

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

22. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Criminal History Checks: The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181A.010, 420A.010 (12) and 420A.021).

24. Confidentiality of Information.

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect

to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Subcontractors to maintain a Client record for each youth that receives a Service.

25. County-Client Relationship. The County shall establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County shall advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

26. Program Records, Controls, Reports and Monitoring Procedures. The County shall maintain program records including statistical records, and provide program records to the Agency at times and in the form prescribed by the Agency. The County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

27. Mandatory Reporting: As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors including County must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the contractor comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to include but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

28. Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

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

30. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

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

a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County’s delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with Agency.

32. Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

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

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

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

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

By: _____ Date: _____
Name: Teri Bledsoe

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

Approved as to Legal Sufficiency by the **Attorney General’s Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt Per OAR 137-045-0050 Date: _____
Assistant Attorney General

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

By: Template approved 06292023 Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Susanna Ramus

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF WORK:

1.1 Overview: Individualized services funds are intended to purchase services to meet widely varied needs, ranging from simple one-time services/purchases to complex, multi-disciplinary case management services necessary to keep an adjudicated youth in the community, prevent commitment to Oregon Youth Authority (OYA or Agency) Probation or placement in a youth correctional facility, or revocation/recommitment of an adjudicated youth to an OYA youth correctional facility. Funds are not intended for routine and ongoing costs that are already built in to other payment structures such as ongoing clothing needs, grooming needs, student body cards, etc. Rather, they are intended to fill in where other funding sources are unavailable because of the uniqueness of the need. The purchase shall directly support a need specifically itemized in a case/reformation plan. County shall research and use other resources before using Individualized services funds. Individualized services are intended to be based on evidence-based principles.

Individualized services provided by the County shall have a holistic approach across the following case plan domains:

- a) Medical;
- b) Mental Health;
- c) Social Living Skills;
- d) Alcohol and Drug Treatment;
- e) Education;
- f) Vocational;
- g) Family; and
- h) Offense specific.

Individualized services requested shall be:

- a) case-plan driven and community based;
- b) based on evidenced-based principles;
- c) outcome oriented;
- d) proactive in approach (not crisis driven); and
- e) culturally competent and gender specific.

1.2 Definition: For purposes of this Agreement, the term “adjudicated youth” has the meaning set forth in ORS 420.005 and includes “youth offenders” as that term is used in ORS 420.017 and 420.019 ..

1.3 Eligibility: The County agrees to provide youth-specific, comprehensive wrap around services for youth who are eligible for Individualized services funds. Eligible youth are those youth who have been adjudicated delinquent; are in need of services that **cannot** be funded through any other source, public or private, in any other way and services are case plan driven; and are determined to:

- a) be at risk of commitment to the OYA; or
- b) be at risk of commitment to an OYA youth correctional facility; or
- c) be at risk of recommitment/revocation to an OYA youth correctional facility.

Individualized Services funding may be authorized for services (otherwise authorized by the Individualized Services Handbook) to support a ‘continued disposition’ finding by the juvenile court. Documentation of continued disposition must be reflected in JJIS at the time of the service request. All service requests must be prior authorized by the OVA field supervisor.

1.4 Supervising Representatives: The Supervising Representatives for purposes of this Agreement shall be:

AGENCY: Sandra Santos, Assistant Director, Community Services
530 Center Street NE, Suite 500, Salem, Oregon, 97301
(503)-779-3938
sandra.santos@oya.oregon.gov

COUNTY: Jodi Merritt
820 SW Church St. Site 101 Dallas, OR 97338
(503)623-5226x2842
merritt.jodi@co.polk.or.us

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

1.5 Services: The County's juvenile department staff shall be responsible for providing services to adjudicated youths referred for services under this Agreement. All referrals shall be submitted and approved using the Individualized Services Referral form as identified in subsection 1.6 of this Exhibit A. The services provided under this Agreement must:

- a) be youth-specific;
- b) provide direct support of the adjudicated youth's specific case/reformation plan;
- c) be utilized only when no other funding sources exist, public or private, for which the adjudicated youth could qualify;
- d) reflect a prudent expenditure of public funds and be within acceptable community norms;
- e) present no threat to public safety; and
- f) conform to the Agency's Individualized Services User Handbook. A copy of the Agency's Individualized Services User Handbook will be on file with the County and Agency.

1.6 Process: Individualized services expenditures must be approved in advance and in writing by a designee of the County and a designee of the Agency. The designee for both the County Juvenile Department and Agency shall be approved by the Agency's Supervising Representative of this Agreement.

1.7 Individualized Services Referral Form: Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Parole / Probation Supervisor or designee and Juvenile Department-designated representative for authorization of services under this Agreement. The form shall include:

- a) a statement that services are being provided under the terms of this Agreement;
- b) adjudicated youth's Juvenile Justice Information System (JJIS) number;
- c) name of the adjudicated youth;
- d) adjudicated youth's date of birth;
- e) basis of jurisdiction;
- f) the signature of the requestor;
- g) case/reformation plan domain and objective and how the requested service will aid in the accomplishment of that plan;
- h) a description of the services to be provided;
- i) the service provider selected;
- j) unit cost;
- k) number of units;
- l) the total dollar amount of the services being requested;
- m) beginning and ending dates for which the services are to be delivered; and
- n) the approval signatures from a designated representative of both the County and the Agency.

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement. County shall keep copies of the form available thereafter in the County's adjudicated youth's case specific file.

1.8 Goals/Objectives: The goal of the expenditure of funds under this Agreement shall be to prevent the adjudicated youth from further escalation into the Juvenile Justice System. Measurable progress toward these general goals shall be included in the synopsis as described in subsection 1.8 of this Exhibit A below. The goals for these funds include:

- a) reduce commitments and revocations of adjudicated youths who can safely be managed in the community;

- b) increase public safety by providing more appropriate services to adjudicated youths in the community;
- c) increase positive reformation and evidenced-based reduction of risk;
- d) decrease self-destructive behavior of adjudicated youths served;
- e) increase educational participation of adjudicated youths served;
- f) reduce the propensity of adjudicated youths to commit crimes;
- g) increase the skills of adjudicated youths to appropriately live in a community setting; and
- h) reduce the propensity of a adjudicated youth to engage in antisocial behavior.

1.9 Synopsis: The County shall provide the Agency, **on a monthly or quarterly basis**, a synopsis of adjudicated youths who have been approved for the Individualized services funds during the previous month or quarter. The expenditure of Individualized service funds is directly related to the adjudicated youth's case/reformation plan. All of the information required in the synopsis is available in the adjudicated youth's case/reformation plan. The synopsis shall include:

- a) the adjudicated youth's JJIS number;
- b) the adjudicated youth's status (OYA, Juvenile Department);
- c) the risk score from the Agency's adopted risk tool or the Oregon JCP Screen/Assessment instrument;
- d) the date(s) services were provided;
- e) the type of service authorized for the adjudicated youth;
- f) the service provider;
- g) the total amount expended for the adjudicated youth; and
- h) a brief description of what domain and objective from the adjudicated youth's case/reformation plan were met.

The synopsis shall be detailed and in the following format:

JJIS Number	Youth Status	Risk Score	Date(s) of Service	Type of Service	Service Provider	Amount Expended	Domain	Objective	OYA Agreement Number
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The County shall provide additional adjudicated youth specific and service specific information upon request by the Agency. County shall send the synopsis monthly or quarterly attached to the invoice to the Oregon Youth Authority, Supervising Representative per Subsection 1.3 of this Exhibit A.

1.10 Survey/Report: The Agency is periodically required to report information on how the Individualized service funds are utilized. To meet this requirement the Agency may periodically request a report from the County that may include all or a portion of the information reported in the synopsis. The County shall provide this report upon the Agency's request.

1.11 Verification of Service: The County by **submitting an invoice, completed Individualized Services Referral Form(s) and synopsis for reimbursement** is verifying that all services obtained for adjudicated youths under this Agreement have been provided as specified in the Individualized Services Referral form.

1.12 Other Funding Source Limits: Should an adjudicated youth receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by the Agreement for that specific adjudicated youth shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.

1.13 Equal Access: The County agrees that there will be equal access to these funds for all adjudicated youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.

1.14 Female Adjudicated Youth: The Agency recognizes that female adjudicated youth services continue to be more difficult to access; the use of Individualized services for female adjudicated youths will reflect services that offer specific and appropriate services for this population and employ service providers cognizant of female issues.

1.15 Evidence-Based Programs: County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work

with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit such reports to the Agency on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by Agency.

1.16 Reporting and Documentation: During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit C "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$16,924.00**.

2.2 The Agency reserves the right to deny payment for services provided that do not conform to the Agency's Individualized Services User Handbook, as may be revised from time to time.

2.3 Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with 2 CFR Part 230 (Office of Management and Budget (OMB) Circular A 122) as revised from time to time. Agency will reimburse County for the Allowable Costs under this Agreement at the rates not to exceed those shown on the published OYA rate schedule or, if the services are not listed on the OYA rate schedule, then at the Oregon Medicaid rate, at the time services were provided. The rate schedule is available at <http://www.oregon.gov/oia/Pages/contracts.aspx>. When the rate schedule is revised, the County will be notified of the new rates. When determining appropriate providers for County adjudicated youth, County must be aware of any Agency contracts with the same providers and not agree to reimburse the provider for more than the comparable amount the provider charges the Agency for similar services.

2.4 It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any adjudicated youth served under this Agreement shall be promptly remitted by the County to the Agency.

2.5 If the County allocates any indirect costs to this Agreement, the County shall make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Agency to pay any indirect costs allocated to this Agreement by County.

The County shall make available upon request by the Agency a monthly or quarterly detailed administrative financial report to support the actual monthly or quarterly administrative expenditures required under this Agreement.

2.6 The County agrees that the costs reimbursed by the Agency for services to adjudicated youths under this Agreement shall not exceed the costs for comparable services that are not covered by this Agreement.

2.7 The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Agency.

2.8 If, as a result of County's neglect or misconduct, the Agency terminates an adjudicated youth's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such adjudicated youth after the date of such termination.

2.9 The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

3. PAYMENT:

3.1 County shall submit monthly or quarterly invoices along with the completed and approved Individualized Services Referral Form(s) described in subsection 1.6 and the attached synopsis as identified in subsection 1.8 of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall

describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. County shall retain copies of the invoices and receipts in accordance with Section 14 of the Agreement and shall make available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Agency Parole / Probation Supervisor outlined in subsection 1.6 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

3.2 County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs services subject to the amendment. County shall notify Agency's Agreement Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

3.3 If payments to County by the Agency under this Agreement are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Agreement.

3.5 The Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs in any material respect, Agency may terminate this Agreement.

3.6 In addition to any other rights accorded to the Agency under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.6, 2.7 and 3.5 above, the Agency may terminate this Agreement pursuant to Section 12 e.(ii)(D) and invoke the remedies available to it, exercise its rights under subsection 3.3 of this Exhibit A, or both. Nothing in this provision shall require County or Agency to act in violation of state or federal constitutions, statutes, regulations or rules. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

3.7 If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement. In such circumstances, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Agreement including all Exhibits.

4. AMENDMENT:

This Agreement may be amended one or more times by mutual agreement of the Parties for time, money, terms, conditions, services, or any combination of the preceding. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. CONFLICT OF INTEREST

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Agreement Administrator and the OYA Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend an adjudicated youth from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the adjudicated youth's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the adjudicated youth's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates an adjudicated youth's services with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such suspension or termination.

7. CRIMINAL HISTORY RECORDS CHECK

County shall ensure that, before any person provides unsupervised services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095.

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

EXHIBIT B
SUBCONTRACTOR REQUIREMENTS

1. Indemnification by Subcontractors

County shall take all reasonable steps to cause its Contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.

2. Subcontractor Insurance Requirements

A. GENERAL.

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractors perform under contracts between County and the Contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under a Subcontract when the County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

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

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000.00 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$5,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

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

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

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

by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

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

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

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

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

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:






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

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C – SERVICE TRACKING IN JJIS

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

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

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

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



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



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

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



POLICY:

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

Tracking

Required Tracking

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

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



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



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



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Behavioral Health Consent Calendar Date: July 26, 2023
Contractor Name: Oregon Health Authority
Address: 635 Capitol St NE Suite 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: January 01, 2023 Through: June 30, 2023
Contract Amount: \$176,246.00

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

Amendment 9 awards Polk County's portion of the \$9 million allocated to Counties by the State for Mobile Response and Stabilization Services (MRSS) for Children, Young Adults, and their Families under MHS 25A.

Fiscal Impact:

The total amount of this amendment is \$176,246.00 for fiscal year 2023 with expectation that \$214,712.50 will be awarded annually. The ongoing amount was included in the FY2024 Budget.

Recommendation:

It is recommended that Polk County sign amendment 9 to IGA 173147 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**NINTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147**

This Ninth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Polk County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0734

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023													
25	301		CMHS BLOCK	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$10,393.23	\$0.00	A 25A	1	Y		
25	406		BASE NI CRISIS AND ACUTE NICATS	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$2,691.28	\$0.00	A 25A	1	Y		
25	804		BASE CRISIS AND ACUTE TRA CATS	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$16,892.47	\$0.00	A 25A	1	Y		
25	815		BASE CRISIS AND ACUTE TRA MRSS	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$146,269.02	\$0.00	A 25A	1	Y		
TOTAL FOR SE# 25							\$176,246.00	\$0.00					
TOTAL FOR 2022-2023							\$176,246.00	\$0.00					
TOTAL FOR M0734 173147							\$176,246.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 04/27/2023

Contract#: 173147
REF#: 012

REASON FOR FAAA (for information only):

Mobile Response and Stabilization Services (MRSS) for Children, Young Adults
and their Families MHS 25A, funds are awarded.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Behavioral Health Consent Calendar Date: July 26, 2023
Contractor Name: Oregon Health Authority
Address: 635 Capitol St NE Suite 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: July 01, 2023 Through: June 30, 2025
Contract Amount: \$0

Background:

The County provides PSRB Behavioral Health Services "Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board". Per statutory authority the State of Oregon provides tort liability coverage for the services performed by Polk County.

Discussion:

This agreement provides Tort Liability coverage for PSRB services provided by Polk County.

Fiscal Impact:

There is no cost to the county to receive Tort Liability coverage from the State.

Recommendation:

It is recommended that Polk County sign IGA 180834 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

INTERGOVERNMENTAL AGREEMENT # 180834 TORT LIABILITY COVERAGE AS A PROVIDER FOR PSYCHIATRIC SECURITY REVIEW BOARD

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority hereinafter referred to as "OHA," and **Polk County** hereinafter referred to as "County."

1. **Term.** This Agreement shall become effective on July 1, 2023, regardless of the date it was actually signed by every party. Unless otherwise terminated or extended, this Agreement expires on June 30, 2025 or when the Financial Assistance Agreement (FAA) between OHA and County during July 1, 2023 through June 30, 2025 is terminated, whichever occurs earlier.
2. **Statutory Authority.**
 - a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as "PSRB," or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
 - b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
 - c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.

County's tort liability coverage under ORS 278.315 is to the limits contained in ORS 30.260 to 30.300 and per Section 3. Indemnity by State. County remains liable for any damages, including the cost of defense, in excess of this limit.

3. Indemnity by State.

From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the state of Oregon, acting by and through DAS, and subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, shall defend and indemnify county or private community care provider

and its employees, but only up to the limits for tort claims specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by county, private community care provider or its employees in the course of county's or private community care provider's delivery of professional services under this agreement. Subject to ORS 278.120(1), the monetary limits stated above, and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, county or private community care provider and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this agreement are intended to – and none do – make county, private community care provider or its employees the agents or employees of OHA, DAS, or the state of Oregon generally. County or private community care provider remains liable for any damages, including the cost of defense, in excess of this Indemnity.

All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit J, Provider Insurance Requirements, from the County's Financial Assistance Agreement (FAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
Attn: Risk Management / EGS
P.O. Box 12009
Salem, OR 97309-0009

Email: Risk.Management@DAS.Oregon.gov
FAX: 503-373-7337
If questions: 503-373-7475

4. Statement of Work and Consideration.

- a. The County shall continue to provide PSRB Mental Health Services (MHS 30-Service Description "Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board," hereinafter referred to as "MHS 30"), as specified in the 2023 – 2025 FAA.
- b. The County shall submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services.
- c. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County's provision of supervision, care, treatment or training of persons pursuant to the terms of the 2023 – 2025 FAA.

- 5. Funds Available.** OHA has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OHA's biennial appropriation or limitation. The County understands and agrees that OHA's payment of amounts under this Agreement are

attributable to work performed after the last day of the current biennium and are contingent on OHA receiving, from the Oregon Legislative Assembly, appropriations, limitation, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, OHA may terminate this Agreement without penalty or liability to OHA, effective upon the delivery of written notice to the County, with no further liability to the County, except that termination shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

6. Termination

- a.** This Agreement may be terminated by written mutual consent of both parties or by either party upon 30 calendar days written notice to the other party.
- b.** OHA may terminate this Agreement effective upon delivery of written notice to the County or at such later date as may be established by OHA under any of the following conditions:
 - (1)** The County is deficient in providing PSRB Services as outlined in the MHS 30 Service Description within the time specified herein or any extension thereof.
 - (2)** OHA's 2023 – 2025 FAA with County is terminated.
- c.** Termination under this Section shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

- 7. Records Maintenance and Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic, or other form that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of County whether in paper, electronic, or other form that are pertinent to this Agreement are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and expiration or termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 8. Compliance with Applicable Law.** The County shall comply with all federal, state, and local laws and ordinances applicable to the services being provided under this Agreement. The County, its officers, and employees are not agents of OHA for the purposes of ORS 30.260 to 30.300. Without limiting the generality of the foregoing, County expressly agrees to comply with:
- a.** Title VI of the Civil Rights Act of 1964;
 - b.** Section V of the Rehabilitation Act of 1973;
 - c.** The Americans with Disabilities Act of 1990;
 - d.** ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and

- e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. **Merger Clause.** This Agreement and the attachments constitute the entire Agreement between the parties. No waiver, consent modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all signatories to this Agreement. Such waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The County, by the signature below of its authorized representative, hereby acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

11. Signatures:

Polk County

By:

Authorized Signature

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

By:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June 7, 2023; email in contract file.

Approved by the Department of Administrative Services:

By:

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on April 28, 2023; letter in contract file.



HUMAN RESOURCES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174
(503) 623-1888 ★ FAX (503) 623-1889

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Administrative Services Director
DATE: July 20, 2023
SUBJECT: New Job Specification and Wage

Wednesday – July 26, 2023 (Consent)

RECOMMENDATION:

The Board of Commissioners approve the new job specification and wage.

ISSUE:

Shall the Board approve this new job specification and wage?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for a School Based Mental Health Supervisor. This position is being added due to the growth in the School Based Mental Health Program and the need for another person to work directly under the School Based Mental Health Program Supervisor.

The salary range for the School Based Mental Health Supervisor will be (43G**) \$5,739 - \$7,264.

FISCAL IMPACT:

No fiscal impact for FY 23-24.



**POLK COUNTY CLASS SPECIFICATION
SCHOOL BASED MENTAL HEALTH
SUPERVISOR**

Class Spec. Number: 932

Representation: Non-Represented

FLSA Status: Exempt

Salary Range: 43G**

GENERAL STATEMENT OF DUTIES: Under general supervision, organizes, and manages a variety of programmatic, operational, organizational, and administrative activities to support the functions of School Based Mental Health program. Provides direct supervision of personnel and clinical supervision for program staff as assigned. Participates in program development, implementation and evaluation.

SUPERVISION RECEIVED: Works under the direct supervision of the School Based Mental Health Program Supervisor.

SUPERVISION EXERCISED: Supervises assigned staff.

PRINCIPAL DUTIES: An employee in this classification may perform any of the following duties. However, these examples do not include all specific tasks which an employee may be expected to perform.

1. Supervises assigned professional staff. Provides coaching and clinical supervision as well as supporting performance appraisals, creation of work goals and plans, interviews and hiring for the team.
2. Manages the daily activities of assigned staff; work schedules, tasks and projects; and assures the quality of the work products; mediates and resolves staff concerns.
3. Analyzes and updates policies, procedures, forms and work methods to increase efficiency of operations.
4. Understands and able to explain rules, policies, and procedures; works independently and makes appropriate decisions based on experience; exercises initiative in performing technical assignments and resolving problems.
5. Prepares, reviews, and approves requisitions, purchase orders, and timecards; assures compliance with departmental procedures, standards and goals.
6. Provide threat assessment and sexual incident response consultation as requested by school administration and direct supervisor
7. Supports the supervision and oversight of interns from colleges and universities.
8. Provide leadership and direction to Crisis Response efforts when requested by local schools and community partners.
9. Conducts training, educational and information programs for school personnel, community members, professional staff, and students around mental-health content areas such as trauma, social emotional learning and mindfulness.
10. Performs other duties as program needs necessitate.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: social determinants of health affecting rural youth and families and of the counseling and case management techniques most appropriate for working with them; evidenced based practices, principles and philosophy of current mental health treatment- scope includes assessment, treatment protocols, case management, and crisis intervention.

Ability to: develop and maintain a confidential and professional relationship with staff and community partners; provide clear direction and corrective information to staff; supervise and train subordinates.

EDUCATION, EXPERIENCE AND TRAINING:

- Master's degree in Counseling, Social Work, Marriage and Family Therapy or a related behavioral science field
- AND three (3) years of experience in providing behavioral and mental health services to clients
- AND licensed, or ability to become licensed within 6 months of hire, as a LMFT, LPC, LCSW, LMSW or PsyD
- Two (2) years of supervisory experience preferred
- OR any equivalent combination of education, experience and training that provides the required skills and knowledge to perform the essential functions of the job.

SPECIAL QUALIFICATIONS: Must possess and maintain a valid Oregon driver's license and automobile insurance, and have access to and use of a personal automobile as a condition of employment.

School Based MH Supervisor - 932
Adopted 7/23

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5
6 **BEFORE THE BOARD OF COMMISSIONERS FOR**
7 **POLK COUNTY, OREGON**
8

9 In the Matter of the Declaring the)
10 Necessity of Acquiring Property for the)
11 Black Rock Road Improvement Project)
12

13
14 **RESOLUTION NO. 23-10**
15

16 **WHEREAS**, pursuant to ORS § 35.610, a declaration of necessity is required for the
17 acquisition of property to accommodate road improvement projects; and
18

19 **WHEREAS**, Black Rock Road is part of the County road system in Polk County, Oregon
20

21 **WHEREAS**, Black Rock Road is the subject of a gravel to asphalt conversion project to
22 provide improved transportation and safety for the general public and federal agencies and the
23 designed improvements for Black Rock Road require the acquisition of additional right-of-way;
24 and
25

26 **WHEREAS**, Mitchell Street is part of the Falls City Street system in Polk County,
27 Oregon
28

29 **WHEREAS**, Mitchell Street is the subject of a gravel to asphalt conversion project to
30 provide improved transportation and safety for the general public and federal agencies and the
31 designed improvements for Mitchell Street require the acquisition of additional right-of-way; and
32

33 **WHEREAS**, the additional right-of-way necessary for the designed improvements to
34 Black Rock Road and Mitchell Street are attached and incorporated in this resolution as Exhibit
35 A, and
36

37 **WHEREAS**, the additional right-of-way described in Exhibit A for the designed
38 improvements to Black Rock Road and Mitchell Street are necessary to benefit the travelling
39 public and is the minimum necessary for the completion of the project;
40

41 **NOW, THEREFORE, BE IT RESOLVED** by the Polk County Board of
42 Commissioners:
43

- 44 1. Pursuant to ORS §§ 35.235 and 35.610, the additional acquisition of the properties
45 described in Exhibit A is necessary for the designed improvements to Black Rock
46 Road and Mitchell Street, which are necessary for the benefit of the travelling public
47 upon the public road and the minimum necessary for the completion of the project.
48 2. As necessary to acquire the above, the County has secured the services of a licensed
49 property acquisition agent, who is authorized to engage in property transaction
50 negotiations on behalf of the County, with all transactions subject to final approval
51 by the County.
52
53
54
55

Dated this 19th day of July, 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Lyle Mordhorst, Commissioner

Craig Pope, Commissioner

Approved as to Form:

Morgan Smith
County Counsel

Exhibit "A"

Parcel 003-01

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Joe H and Darlene M Bowling, recorded in Polk County as Document number 2002-012241, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point, a distance of 29.32 feet left of Engineer's centerline Station 29+65.75 and being N 62°32'46" W, a distance of 1,471.14 feet, from the South Quarter Corner of Section 17; Said calculated point lying at the intersection of the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, and the western property line of the property owned by Joe H and Darlene M Bowling, Document number 2002-012241 and being the True Point of Beginning;

Thence, along said western property line, N 02°13'09" E, a distance of 14.64 feet, to a calculated point 40.00 feet left of Engineer's centerline Station 29+75.05;

Thence, leaving said western property, 94.05 feet, along a circular curve to the right, having a radius of 1,040.00 feet, (Long Chord: N 51°54'18" E, 94.01') to a calculated point 40.00 feet left of Engineer's centerline Point of Compound Curvature 30+65.86;

Thence, 318.36 feet, along a circular curve to the right, having a radius of 235.00 feet, (Long Chord: S 86°41'42" E, 294.56') to a calculated point 40.00 feet left of Engineer's centerline Station 33+30.02;

Thence, S 47°53'09" E, a distance of 114.37 feet, to a calculated point 50.00 feet left of Engineer's centerline Station 34+40.00;

Thence, S 35°58'13" E, a distance of 135.83 feet, to a calculated point 35.00 feet left of Engineer's centerline Station 35+75.00;

Thence, S 42°18'38" E, a distance of 169.29 feet, to a calculated point 35.00 feet left of Engineer's centerline Station 37+44.29 and lying on the eastern property line of the said property owned by Joe H and Darlene M Bowling;

Thence, along said eastern property line, S 22°22'21" W, a distance of 9.15 feet, to a calculated point 26.73 feet left of Engineer's centerline Station 37+48.20; Said Point lying on the said northern right of way boundary of Black Rock Road;

Thence, along said northern right of way boundary of Black Rock Road the following four courses:

Exhibit "A"

1. N 42°05'47" W, a distance of 306.78 feet, to a calculated point 27.88 feet left of Engineer's centerline Station 34+41.42;
2. N 46°10'34" W, a distance of 98.33 feet, to a calculated point 21.33 feet left of Engineer's centerline Station 33+43.87;
3. 355.70 feet, along a circular curve to the left, having a radius of 235.00 feet, (Long Chord: N 89°32'19" W, 322.71') to a calculated point 26.88 feet left of Engineer's centerline Station 30+19.94;
4. S 47°05'56" W, a distance of 27.69 feet, to a calculated point 24.95 feet left of Engineer's centerline Station 29+93.02;

Thence, continuing along said northern right of way boundary of Black Rock Road, S 58°24'32" W, a distance of 28.35 feet, to a calculated point 29.32 feet left of Engineer's centerline Station 29+65.75 and lying at the True Point of Beginning.

Parcel 003-01 contains an area of 12,719 square feet or 0.29 acres (Int.) more or less.

MITCHELL STREET / BLACK ROCK ROAD - PARCEL 003: BOWLING EXISTING ROW ELEMENTS						
ID	TYPE	RADIUS	URNS	LINE OR CHORD BEARING LENGTH		CURVE LENGTH
01	Line	N/A	N/A	N42°05'47"W	306.78'	N/A
02	Line	N/A	N/A	N46°10'34"W	98.33'	N/A
03	Curve	235.00'	Lt	N89°32'19"W	322.71'	355.70
04	Line	N/A	N/A	S47°05'56"W	27.69'	N/A
05	Line	N/A	N/A	S58°24'32"W	28.35'	N/A

*OR_POLK_2016(1), Mitchell Street
and Black Rock Road Reconstruction*

*Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
610 East 5th Street
Vancouver, WA 98661
Date: November, 2018*

*Drawing by:
USDOT/FHWA/WFLHD
Date: August, 2021*

NO SCALE

Survey Performed with:

*BASIS OF BEARINGS &
COORDINATES:*

Oregon North SPCS NAD3 (2011)

*Orthometric elevations based on the
NAVD88 GEOID12b*

Units: International Feet

*POLK COUNTY, OREGON
RIGHT-OF-WAY
Description of Land:
Parcel 003, Bowling, Joe H
PO Box 84
Falls City, OR 97344*

*T.08S. R.06W., Willamette Meridian
Section 17: SE $\frac{1}{4}$ SW $\frac{1}{4}$*

Right-of-Way in Acres

Total ROW this Exhibit: 0.76

Existing ROW this Exhibit: 0.47

Acquired ROW this Exhibit: 0.29

Const. Easement this Exhibit: 0

Sheet 2 of 2

EXHIBIT A

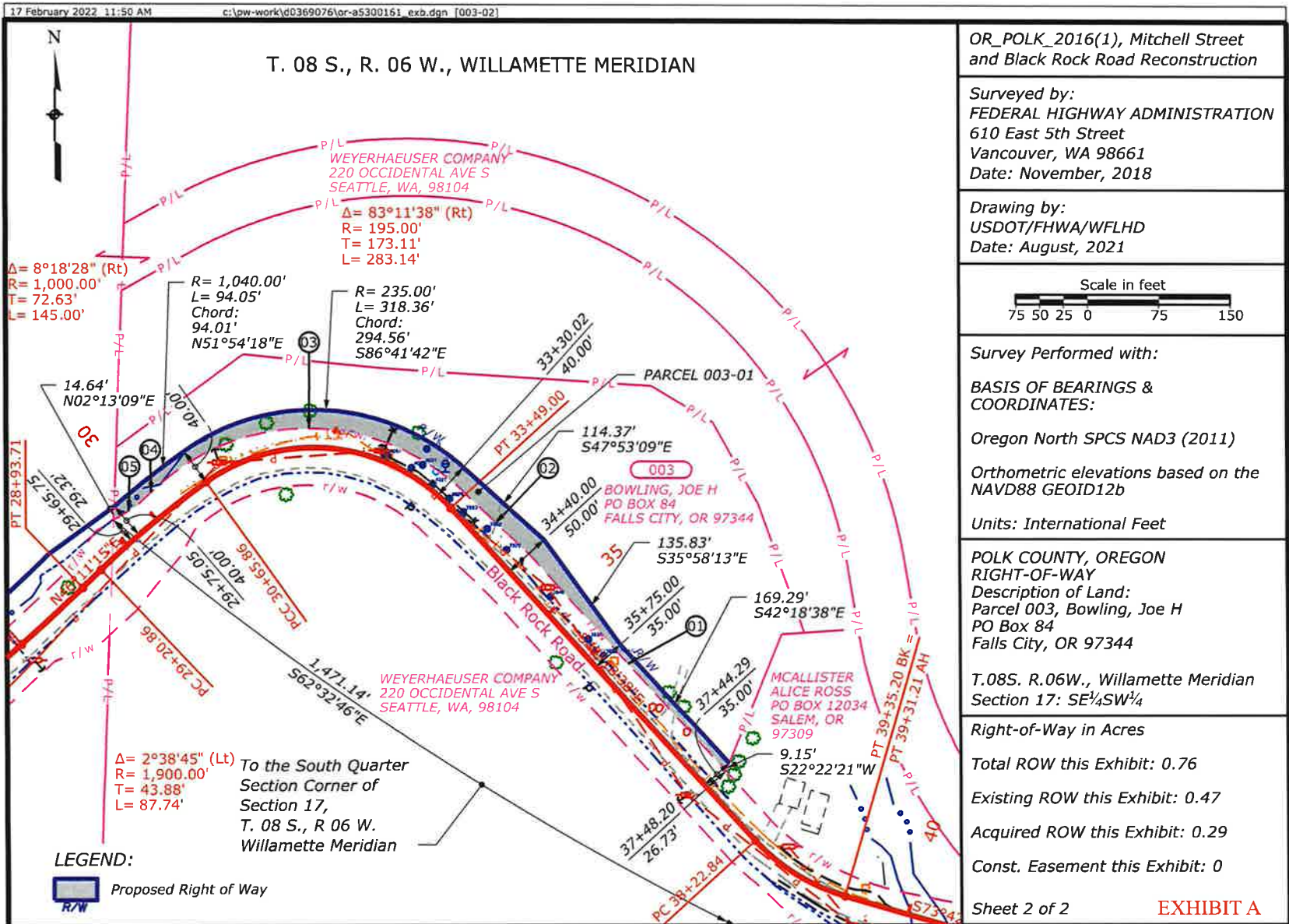


Exhibit "A"

Parcel 008-01

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Allen L. Fulmer, recorded in Polk County as Deed Volume 215-637, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 12.35 feet right of Engineer's centerline Station 57+03.47 and being N 81°47'04" E, a distance of 1,193.04 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian; Said point lying at the intersection of the southern right of way boundary of Mitchell Street and the western property line of the property owned by Allen L. Fulmer and being the True Point of Beginning;

Thence, along said western property line, S 06°18'40" W, a distance of 25.68 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 57+02.26;

Thence, leaving said western property line, S 86°22'50" E, a distance of 224.11 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 59+26.37;

Thence, S 66°14'39" E, a distance of 63.91 feet, to a calculated point 60.00 feet right of Engineer's centerline Station 59+86.37;

Thence, N 53°48'50" E, a distance of 20.64 feet, to a calculated point 46.79 feet right of Engineer's centerline Station 60+02.23 and lying on the western right of way boundary of 9th Street;

Thence, along said western right of way of 9th Street, N 06°18'53" E, a distance of 20.37 feet, to a calculated point 26.44 feet right of Engineer's centerline Station 60+03.18; Said point lying on said southern right of way boundary of Mitchell Street;

Thence, along the southern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 300.05 feet, to a calculated point 12.35 feet right of Engineer's centerline Station 57+03.47 and lying at the True Point of Beginning;

Parcel 008-01 contains an area of 6,494 square feet or 0.15 acres (Int.) more or less.

Exhibit "A"

Temporary Construction Easement 008-01b

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Allen L. Fulmer, recorded in Polk County as Deed Volume 215-637, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 12.35 feet right of Engineer's centerline Station 57+03.47 and being N 81°47'04" E, a distance of 1,193.04 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian; Said point lying at the intersection of the southern right of way boundary of Mitchell Street and the western property line of the property owned by Allen L. Fulmer;

Thence, along said western property line, S 06°18'40" W, a distance of 25.68 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 57+02.26;

Thence, leaving said western property line, S 86°22'50" E, a distance of 224.11 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 59+26.37 and being the True Point of Beginning;

Thence, S 48°43'59" E, a distance of 44.20 feet, to a calculated point 65.00 feet right of Engineer's centerline Station 59+61.37;

Thence, S 86°22'50" E, a distance of 40.00 feet, to a calculated point 65.00 feet right of Engineer's centerline Station 60+01.37 and lying on the western right of way boundary of 9th Street;

Thence, along said western right of way of 9th Street, N 06°18'53" E, a distance of 18.23 feet, to a calculated point 46.79 feet right of Engineer's centerline Station 60+02.23;

Thence, leaving said western right of way of 9th Street, S 53°48'50" W, a distance of 20.64 feet, to a calculated point 60.00 feet right of Engineer's centerline Station 59+86.37;

Thence, N 66°14'39" W, a distance of 63.91 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 59+26.37 and being said True Point of Beginning;

Temporary Construction Easement 008-01b contains an area of 664 square feet or 0.02 acres (Int.) more or less.

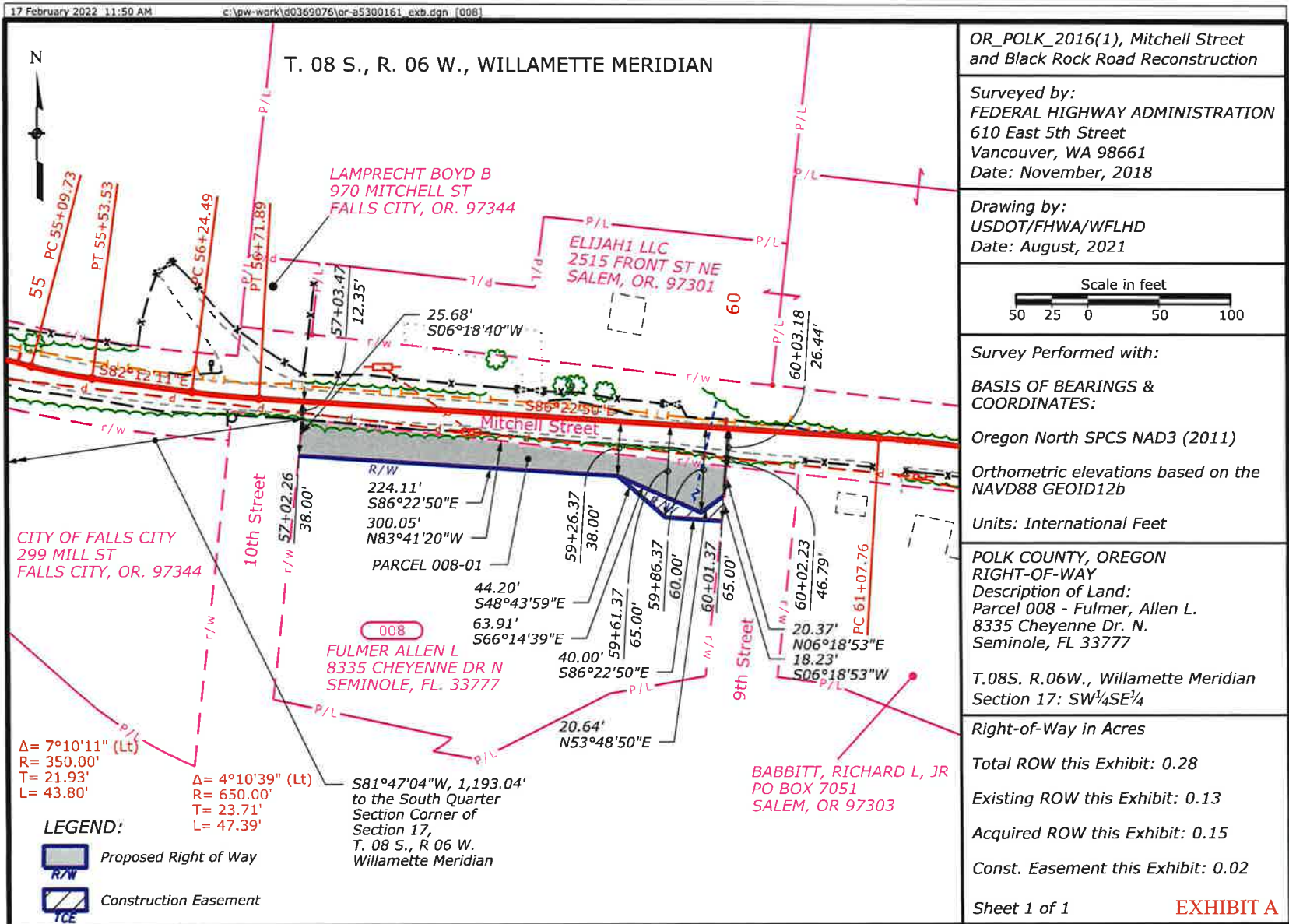


Exhibit "A"

Parcel 005-01

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Bob and Pam Young, recorded in Polk County as Document number 1993-000536; Said dedication being a strip of land along the southern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point at the intersection of the southern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, and the western property line of the property owned by Bob and Pam Young, Document number 1993-000536; Said point being 24.47 feet right of Engineer's centerline Station 41+76.71 and being S 58°36'32" E, a distance of 365.51 feet, from the South Quarter Corner of Section 17 and being the True Point of Beginning;

Thence, along said western property line, S 02°19'12" W, a distance of 15.96 feet, to a calculated point 40.00 feet right of Engineer's centerline Station 41+80.25;

Thence, leaving said western property line, S 78°47'12" E, a distance of 108.74 feet, to a calculated point 40.00 feet right of Engineer's centerline Station 42+83.00 and lying on the eastern property boundary of the property owned by Bob and Pam Young;

Thence, N 20°53'25" E a distance of 14.39 feet, along said eastern property boundary of the property owned by Bob and Pam Young, to a calculated point 26.05 feet right of Engineer's centerline Station 42+86.36 and lying on said southern right of way boundary of Black Rock Road;

Thence, along said southern right of way boundary of Black Rock Road, N 75°57'57" W, a distance of 14.88 feet, to a calculated point 24.27 feet right of Engineer's centerline Station 42+72.12;

Thence, continuing along the southern right of way boundary of Black Rock Road, N 78°17'27" W, a distance of 98.77 feet, to a calculated point 24.47 feet right of Engineer's centerline Station 41+76.71 and lying at the True Point of Beginning.

Parcel 005-01 contains an area of 1,695 square feet or 0.04 acres (Int.) more or less.

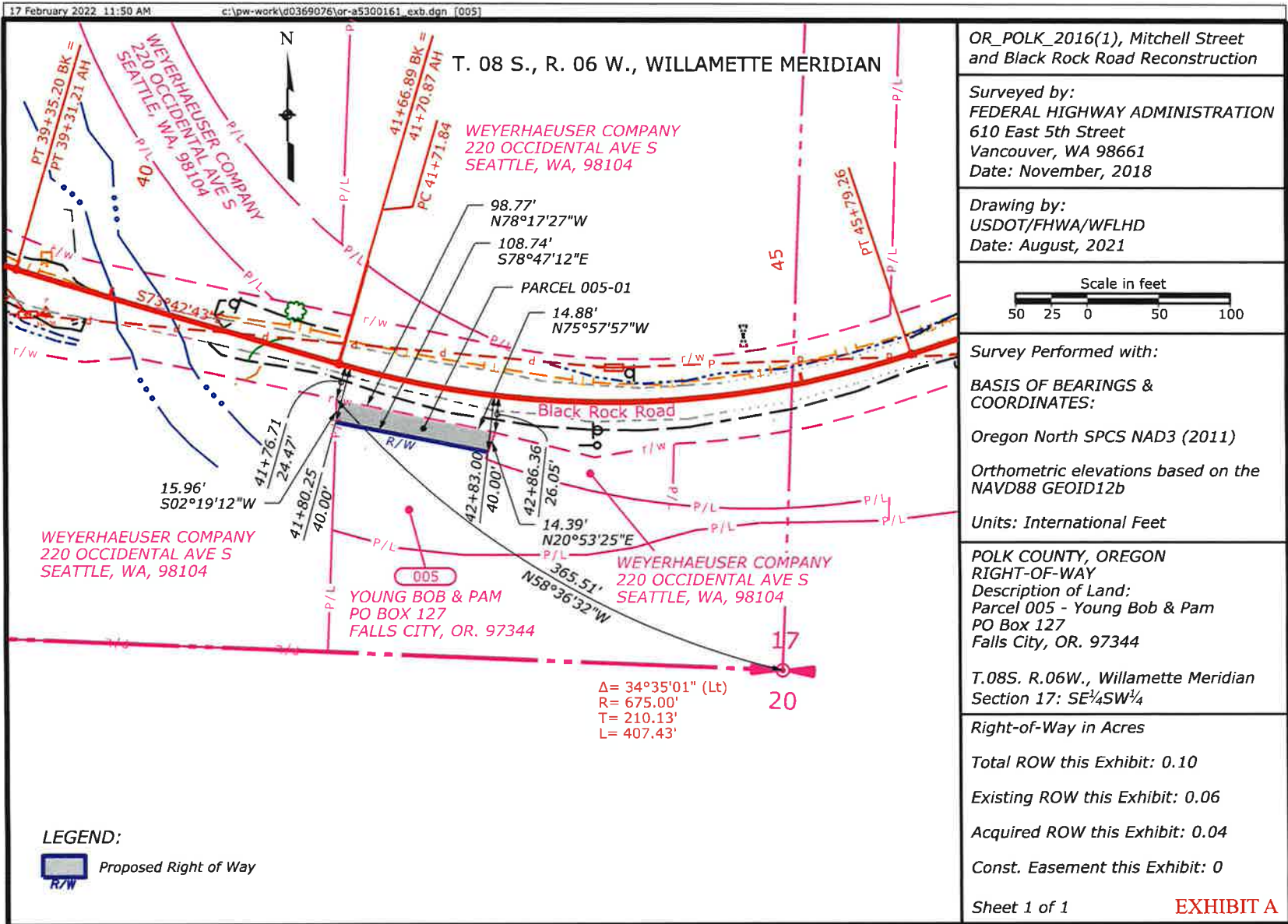


Exhibit "A"

Parcel 007-01

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Boyd B. Lamprecht, recorded in Polk County as Document number 1995-010587, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point on the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, 30.51 feet left of Engineer's centerline Station 45+73.83 and being N 17°04'35" E a distance of 261.18 feet from the south quarter section corner of Sections 17, Township 08 South, Range 06 West, Willamette Meridian; Said calculated point lying at the intersection of the northern right of way boundary of Black Rock Road and the western property line of the property owned by Boyd B. Lamprecht, Document number 1995-010587, and being the True Point of Beginning;

Thence, along said western property line, N 01°55'27" E, a distance of 26.07 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 45+83.09;

Thence, leaving said western property line, N 71°42'17" E, a distance of 46.91 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 46+30.00;

Thence, S 18°17'43" E, a distance of 24.32 feet, to a calculated point on the southern right of way boundary of Black Rock Road, 30.68 feet left of Engineer's centerline Station 46+30.00;

Thence, along said southern right of way boundary of Black Rock Road, S 71°33'18" W, a distance of 55.92 feet, to a calculated point 30.51 feet left of Engineer's centerline Station 45+73.83 and lying at the True Point of Beginning.

Parcel 007-01 contains an area of 1,254 square feet or 0.03 acres (Int.) more or less.

Parcel 007-02

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Boyd B. Lamprecht, recorded in Polk County as Document number 1995-010587, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows

Beginning at a calculated point on the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, 29.37 feet left of Engineer's centerline Station 50+74.15 and being N 58°47'48" E, a distance of 673.09 feet, from the South Quarter Corner of Section 17 and being the True Point of Beginning;

Exhibit "A"

Thence, leaving said northern right of way boundary of Black Rock Road, N 43°34'27" E, a distance of 55.54 feet, to a calculated point 78.00 feet left of Engineer's centerline Station 51+00.00;

Thence, S 75°02'00" E, a distance of 100.00 feet, to a calculated point 78.00 feet left of Engineer's centerline Station 52+00.00;

Thence, S 46°22'09" E, a distance of 85.48 feet, to a calculated point 37.00 feet left of Engineer's centerline Station 52+75.00;

Thence, S 75°02'00" E, a distance of 234.73 feet, to a calculated point 37.00 feet left of Engineer's centerline Point of Curvature 55+09.73;

Thence, 39.17 feet, along a circular curve to the left, having a radius of 313.00 feet, (Long Chord: S 78°37'05" E, 39.14') to a calculated point 37.00 feet left of Engineer's centerline Point of Tangency 55+53.53;

Thence, S 82°12'11" E, a distance of 70.97 feet, to a calculated point 37.00 feet left of Engineer's centerline Point of Curvature 56+24.49;

Thence, 28.52 feet, along a circular curve to the left, having a radius of 613.00 feet, (Long Chord: S 83°32'09" E, 28.52') to a calculated point 37.00 feet left of Engineer's centerline Station 56+54.74; Said Point lying on the western boundary of the vacated 10th Street right of way, shown in Polk County Survey Document SP1-51 (Falls City, Plat of First Addition to); Said western boundary of the vacated 10th Street right of way now being part of that right of way adjoining, said northern right of way boundary of Mitchell Street to that of Black Rock Road.

Thence, along said northern adjoining right of way boundary of Mitchell Street and Black Rock Road, S 06°18'40" W, a distance of 7.80 feet, more or less to a calculated point on the northern right of way boundary of Black Rock Road, 29.20 feet left of Engineer's centerline Station 56+54.57;

Thence along said northern right of way boundary of Black Rock Road, the following three courses:

1. 184.77 feet, along a circular curve to the right, having a radius of 884.22 feet, (Long Chord: N 80°39'17" W, 184.43') to a calculated point 29.72 feet left of Engineer's centerline Station 54+65.04;
2. N 74°40'06" W, a distance of 210.51 feet, to a calculated point 30.78 feet left of Engineer's centerline Station 52+54.54;
3. N 66°08'15" W, a distance of 101.12 feet, to a calculated point 46.29 feet left of Engineer's centerline Station 51+54.63;

Thence, continuing along said northern right of way boundary of Black Rock Road, N 85°08'33" W, a distance of 82.51 feet, to a calculated point 29.37 feet left of Engineer's centerline Station 50+74.15 and lying at the True Point of Beginning.

Parcel 007-02 contains an area of 9,399.14 square feet or 0.22 acres (Int.) more or less.

MITCHELL STREET / BLACK ROCK ROAD - PARCEL 007: LAMPRECHT						
EXISTING ROW ELEMENTS						
ID	TYPE	RADIUS	URNS	LINE OR CHORD		CURVE
				BEARING	LENGTH	LENGTH
01	Line	N/A	N/A	S71°33'18"W	55.92'	N/A
02	Curve	884.22'	Rt	N80°39'17"W	184.43'	184.77
03	Line	N/A	N/A	N74°40'06"W	210.51'	N/A
04	Line	N/A	N/A	N66°08'15"W	101.12'	N/A
05	Line	N/A	N/A	N85°08'33"W	82.51'	N/A

OR_POLK_2016(1), Mitchell Street
and Black Rock Road Reconstruction

Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
610 East 5th Street
Vancouver, WA 98661
Date: November, 2018

Drawing by:
USDOT/FHWA/WFLHD
Date: August, 2021

NO SCALE

Survey Performed with:

BASIS OF BEARINGS &
COORDINATES:

Oregon North SPCS NAD3 (2011)

Orthometric elevations based on the
NAVD88 GEOID12b

Units: International Feet

POLK COUNTY, OREGON
RIGHT-OF-WAY
Description of Land:
Parcel 007 - Lamprecht, Boyd B.
970 Mitchell St.
Falls City, OR. 97344

T.08S. R.06W., Willamette Meridian
Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Right-of-Way in Acres

Total ROW this Exhibit: 1.08

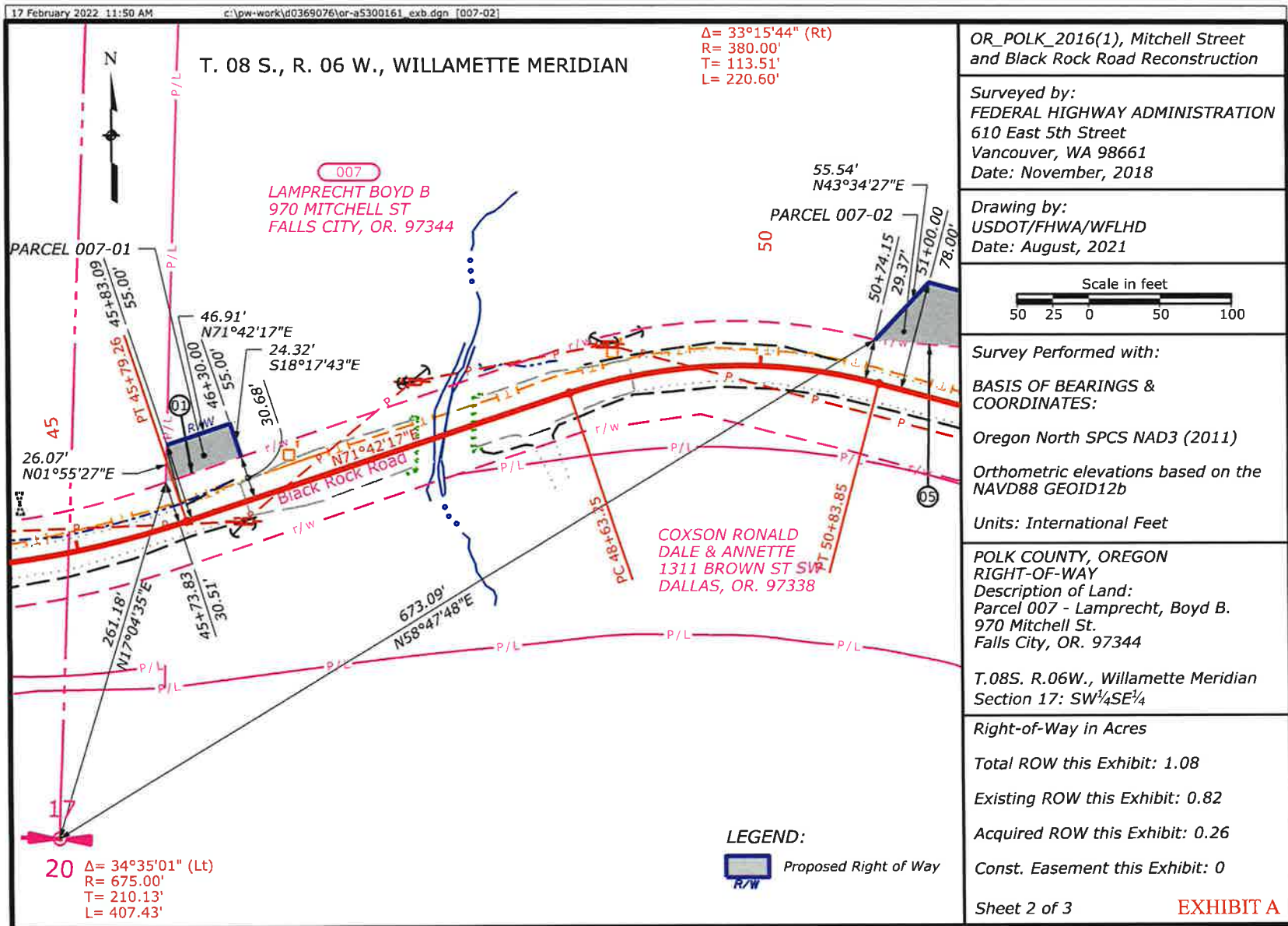
Existing ROW this Exhibit: 0.82

Acquired ROW this Exhibit: 0.26

Const. Easement this Exhibit: 0

Sheet 1 of 3

EXHIBIT A



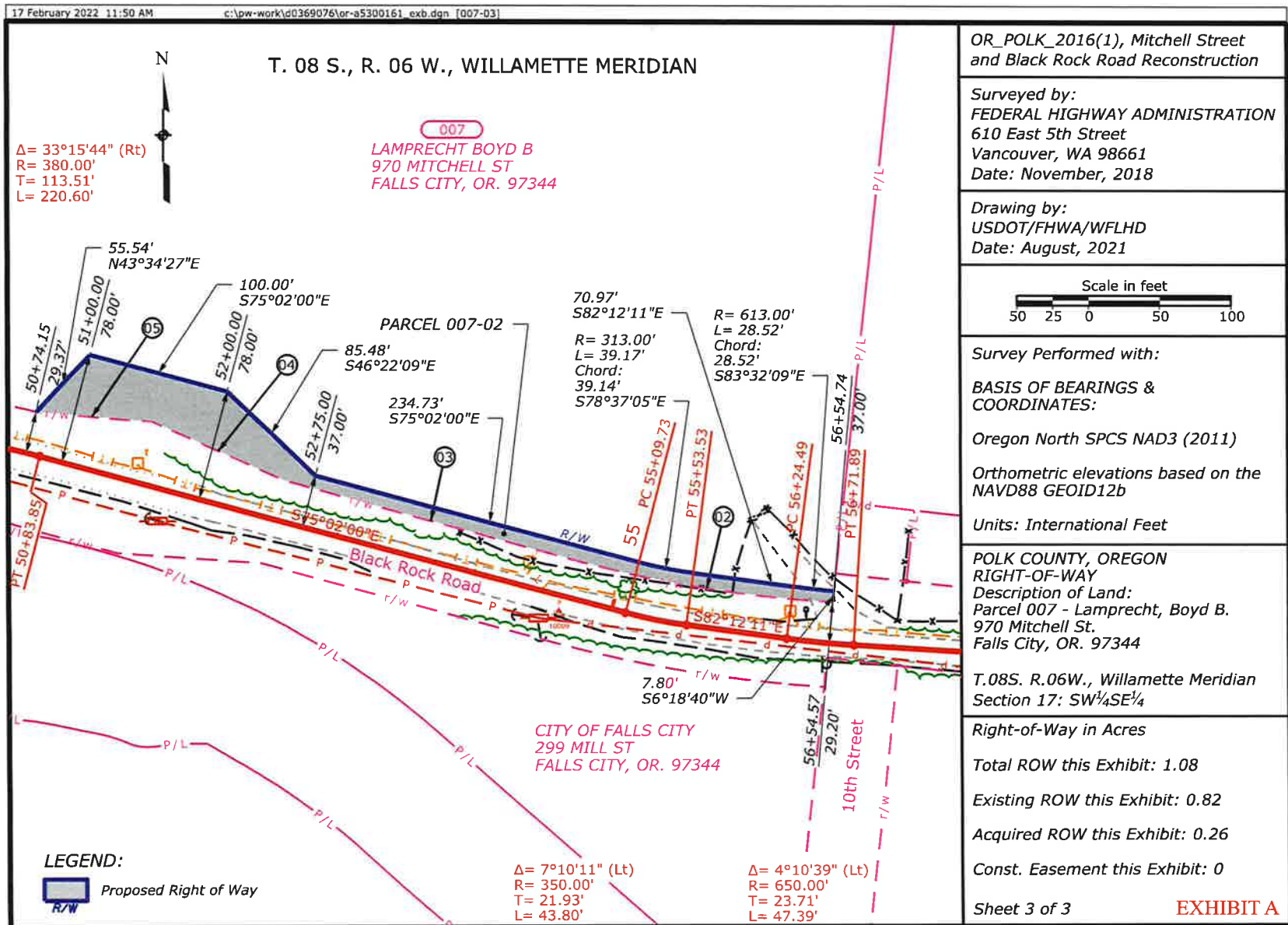


Exhibit "A"

Parcel 010-01

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Richard L. Babbitt, Jr, recorded in Polk County as Document number 1999-016013, Said dedication being a strip of land along the southern right of way of Mitchel Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 25.00 feet right of Engineer's centerline Station 62+55.13 and being N 86°20'16" E, a distance of 1,727.90 feet, from the South Quarter Corner of Section 17, T. 08 S., R. 06 W., Willamette Meridian; Said point being the True Point of Beginning;

Thence, leaving the southern right of way boundary of Mitchell Street, S 72°01'05" E, a distance of 105.37 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 63+63.96; Said point lying on the western right of way boundary of 8th Street;

Thence, along the western right of way boundary of 8th Street, N 06°15'59" E, a distance of 10.05 feet, to a calculated point 15.31 feet right of Engineer's centerline Station 63+61.21 and lying on the southern right of way boundary of Mitchell Street;

Thence along the southern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 24.52 feet, to a calculated point 9.86 feet right of Engineer's centerline Station 63+36.92;

Thence, continuing along the southern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 81.40 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 62+55.13 and lying at the True Point of Beginning.

Parcel 010-01 contains an area of 977 square feet or 0.02 acres (Int.) more or less.

Temporary Construction Easement 010-01b

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Richard L. Babbitt, Jr, recorded in Polk County as Document number 1999-016013, Said dedication being a strip of land along the southern right of way of Mitchel Street and being furthered described as follows:

Exhibit "A"

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 25.00 feet right of Engineer's centerline Station 62+55.13 and being N 86°20'16" E, a distance of 1,727.90 feet, from the South Quarter Corner of Section 17, T. 08 S., R. 06 W., Willamette Meridian; Said point being the True Point of Beginning;

Thence, N 83°41'20" W, a distance of 196.84 feet, to a calculated point 28.79 feet right of Engineer's centerline Station 60+53.14 and lying at the intersection of said southern right of way boundary of Mitchell Street and the eastern right of way boundary of 9th Street and being the northwest corner of said tract of land conveyed to Richard L. Babbitt, Jr.;

Thence, along said eastern right of way boundary of 9th Street, S06°18'25"W, a distance of 6.22 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 60+52.85;

Thence, leaving said eastern right of way boundary of 9th Street, S86°22'50"E, a distance of 54.91 feet, to a calculated point 35.00 feet right of Engineer's centerline Point of Curvature 61+07.76;

Thence, 185.20 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 79°29'25" E, 184.75') to a calculated point 35.00 feet right of Engineer's centerline Station 63+00.37;

Thence, S61°26'05"E, a distance of 65.85 feet, to a calculated point 45.00 feet right of Engineer's centerline Station 63+69.88 and lying on the western right of way boundary of 8th Street;

Thence, along said western right of way boundary of 8th Street, N 06°15'59" E, a distance of 20.79 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 63+63.96;

Thence, leaving said western right of way boundary of 8th Street, N 72°01'05" W, a distance of 105.37 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 62+55.13 and lying at said True Point of Beginning;

Temporary Construction Easement 010-01b contains an area of 2,207 square feet or 0.05 acres (Int.) more or less.

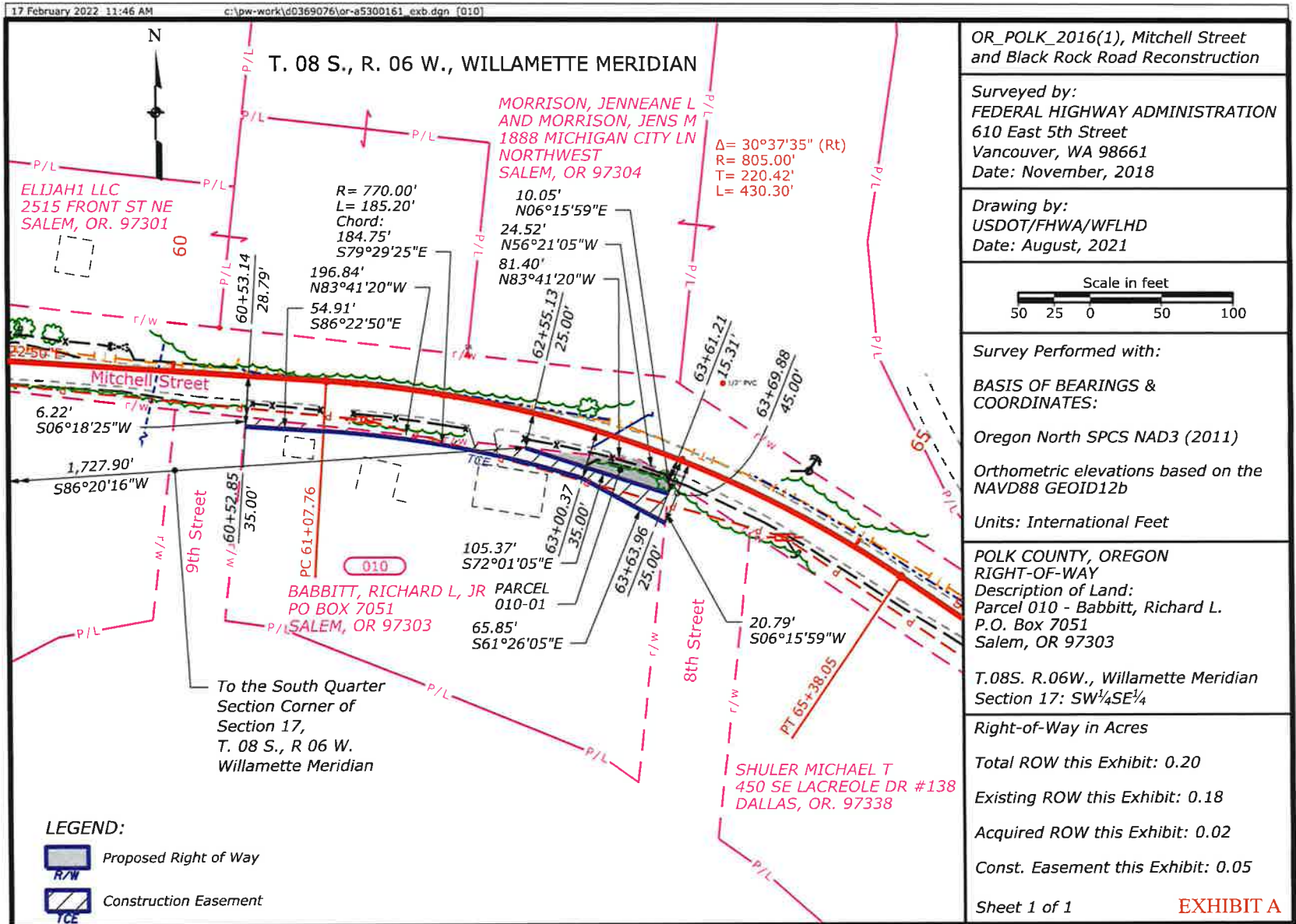


Exhibit "A"

Temporary Construction Easement 009

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Sheryle M. Lowery and Michael J. Allen, recorded in Polk County as Document number 2019-006663, Said dedication being a strip of land along the northern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point, lying at a point on the eastern property line of the property owned by Sheryle M. Lowery and Michael J. Allen, Document number 2019-006663, and the northern right of way boundary of Mitchell Street; Said point being 32.32 feet left of Engineer's centerline Station 60+30.98 and being N 82°40'00" E, a distance of 1,522.93 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian and being the True Point of Beginning;

Thence, along the northern right of way of Mitchell Street, N 83°41'20" W, a distance of 64.68 feet, to a calculated point 35.35 feet left of Engineer's centerline Station 59+66.37;

Thence, leaving the northern right of way of Mitchell Street, N 03°37'10" E, a distance of 19.65 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 59+66.37;

Thence, S 86°22'50" E, a distance of 65.67 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 60+32.04;

Thence, along said property line, S 06°17'35" W, a distance of 22.71 feet, to a calculated point 32.32 feet left of Engineer's centerline Station 60+30.98 and lying at the True Point of Beginning.

Temporary Construction Easement 009 contains an area of 1,379 square feet or 0.03 acres (Int.) more or less.

Exhibit "A"

Parcel 011-01

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Jinneane L. Morrison and Jens M. Morrison, recorded in Polk County as Document number 2019-015263, Said dedication being a strip of land along the northern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point, lying at the intersection of the west property line of the property owned by Jinneane L. Morrison and Jens M. Morrison, Document number 2019-015263, and the northern right of way boundary of Mitchell Street; Said point being 32.32 feet left of Engineer's centerline Station 60+30.98 and being N 82°40'00" E, a distance of 1,522.93 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian and being the True Point of Beginning;

Thence, leaving said western property line and the northern right of way boundary of Mitchell Street, N 75°06'10" E, a distance of 102.18 feet, to a calculated point 65.00 feet left of Engineer's centerline Station 61+26.37;

Thence, S 82°25'46" E, a distance of 79.73 feet, to a calculated point 65.00 feet left of Engineer's centerline Station 62+00.17;

Thence, S 71°00'01" E, a distance of 153.81 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 63+43.20;

Thence, S 60°35'00" E, a distance of 238.44 feet, to a calculated point 50.00 feet left of Engineer's centerline Station 65+69.50; Said point lying on the eastern property line of said property owned by Jinneane L. Morrison and Jens M. Morrison;

Thence, along the eastern property line, S 34°06'06" E, a distance of 58.54 feet, to a calculated point 28.40 feet left of Engineer's centerline Station 66+23.91 and lying on the northern right of way boundary of Mitchell Street;

Thence, along the northern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 297.70 feet, to a calculated point 51.89 feet left of Engineer's centerline Station 63+36.97;

Thence, continuing along the northern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 317.83 feet, to a calculated point 32.32 feet left of Engineer's centerline Station 60+30.98 and lying at the True Point of Beginning.

Parcel 011-01 contains an area of 11,174 square feet or 0.26 acres (Int.) more or less.

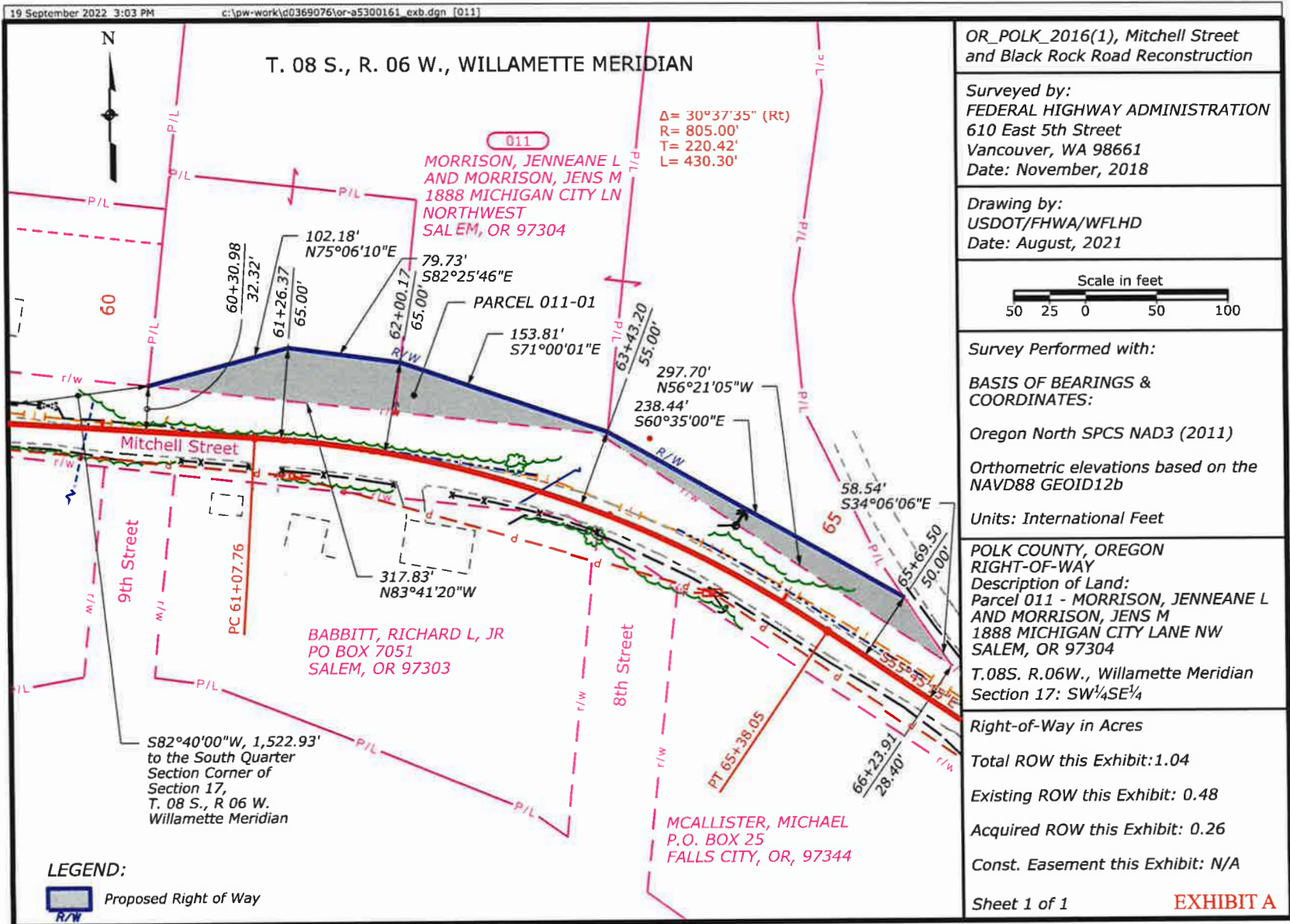


Exhibit "A"

Parcel 012-01

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Michael McAllister, recorded in Polk County as Document number 2021-013725, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point lying at intersection of the western property line of the property owned by Michael McAllister, Document number 2021-013725, and the southern right of way boundary of Mitchell Street; Said point being 26.53 feet right of Engineer's centerline Station 64+29.58 and being N 88°27'55" E, a distance of 1,882.57 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian and being the True Point of Beginning;

Thence, along said western property line (eastern right of way boundary of 8th Street), S 06°17'38" W, a distance of 9.03 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 64+32.85;

Thence, leaving said western property line, 100.63 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 59°29'53" E, 100.56') to a calculated point 35.00 feet right of Engineer's centerline Point of Tangency 65+38.05;

Thence, S 55°45'15" E, a distance of 143.96 feet, to a calculated point 35.00 feet right of Engineer's centerline Point of Curvature 66+82.01;

Thence, S 59°52'00" E, a distance of 65.27 feet, to a calculated point 26.71 feet right of Engineer's centerline Station 67+50.22 and lying on the southern right of way boundary of Mitchell Street;

Thence, along the southern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 313.66 feet, to a calculated point 26.53 feet right of Engineer's centerline Station 64+29.58 and lying at the True Point of Beginning.

Parcel 012-01 contains an area of 1,033 square feet or 0.02 acres (Int.) more or less.

Temporary Construction Easement 012-01b

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Michael McAllister, recorded in Polk County as Document number 2021-013725, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Exhibit "A"

Beginning at a calculated point lying at intersection of the western property line of the property owned by Michael McAllister, Document number 2021-013725, and the southern right of way boundary of Mitchell Street; Said point being 26.53 feet right of Engineer's centerline Station 64+29.58 and being N 88°27'55" E, a distance of 1,882.57 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian;

Thence, along said western property line (eastern right of way boundary of 8th Street), S 06°17'38" W, a distance of 9.03 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 64+32.85;

Thence, leaving said western property line, 100.63 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 59°29'53" E, 100.56') to a calculated point 35.00 feet right of Engineer's centerline Point of Tangency 65+38.05;

Thence, S 55°45'15" E, a distance of 33.32 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 65+71.37 and being the True Point of Beginning;

Thence, S 34°14'45" W, a distance of 20.00 feet, to a calculated point 55.00 feet right of Engineer's centerline Station 65+71.37;

Thence, S 55°45'15" E, a distance of 70.00 feet, to a calculated point 55.00 feet right of Engineer's centerline Station 66+41.37;

Thence, N 34°14'45" E, a distance of 20.00 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 66+41.37;

Thence, N 55°45'15" W, a distance of 70.00 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 65+71.37 and lying at the True Point of Beginning.

Temporary Construction Easement 012-01b contains an area of 1,400 square feet or 0.03 acres (Int.) more or less.

