

POLK COUNTY BOARD OF COMMISSIONERS

DATE: June 18, 2025
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 Grand Ronde Sanitary District Board is meeting on June 18, 2025 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.
 - (c) A public meeting of the Polk County Board of Commissioners will be held on June 25, 2025, at 9:00 A.M. in the Polk County Courthouse. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2025 as approved by the Polk County Budget Committee.
 - (d) A public meeting of the Polk County 4-H, Master Gardener, Agriculture, Forestry, Extension District will be held on June 25, 2025 at 10:00 am at Polk County Courthouse Conference Room, Dallas, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2025 as approved by the Polk County 4-H, Master Gardener, Agriculture, Forestry, Extension District Budget Committee.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes. We encourage all community members to engage with public comments to the Board of Commissioners. However, out of respect for our audience and a general sense of decorum please refrain from vulgar, threatening or inappropriate language.)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM June 11, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. MONTHLY TREASURERS' REPORT – Steve Milligan**
- 8. YEAR END MODIFICATIONS – 2024-2025 BUDGET & RESOLUTION NO. 25-09 – Greg Hansen**

CONSENT CALENDAR

- a) Polk County Contract No. 25-94, Employment Agreement
(Greg Hansen, Administrative Officer)
- b) Polk County Contract No. 25-99, River of Life House
(Jodi Merritt, Community Corrections Director)
- c) Local Alcohol and Drug Policy Committee Membership,
(Jodi Merritt, Community Corrections Director)
- d) Polk County Contract No. 25-101 (Amendment 1 to 23-49, DHS
(Rosana Warren, Behavioral Health)

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

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

PUBLIC HEARING FORMAT
Land Use

1. Chairman opens hearing.
 - a. Reading of hearing request or appeal statement.
 - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.
 - a. Individuals in favor of the application or appeal.
 - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
 - a. Staff.
 - b. Applicant (Appellant).
 - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES June 11, 2025

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

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The Grand Ronde Sanitary District Board is meeting on June 18, 2025 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

Robert Greenway provided public comment to talk about his recent stay in the Polk County Jail and his personal issues he has with the Polk County DA's Office and the Board of Commissioners

4. APPROVAL OF AGENDA

Commissioner Mordhorst recommended changing the agenda and moving the length of service awards to after the approval of the agenda.

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE AGENDA WITH THAT RECOMMENDED CHANGE.

**BOTH VOTED YES.
MOTION PASSED BY VOTE OF THE QUORUM.**

5. APPROVAL OF MINUTES OF June 4, 2025

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF June 4, 2025.

**BOTH VOTED YES.
MOTION PASSED BY VOTE OF THE QUORUM.**

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE CONSENT CALENDAR.

**BOTH VOTED YES.
MOTION PASSED BY VOTE OF THE QUORUM.**

7. LENGTH OF SERVICE AWARDS

The Polk County Board of Commissioners and staff recognized the following employee for their length of service:

- **Alicia Lara, 10 years of service**
- **Jason Ball, 10 years of service**
- **Amber Stacy, 20 years of service**
- **Erik Heikila, 25 years of service**

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

- a) New Job Specification and Wage, Appraiser Trainee
(Matt Hawkins, Admin Services Director)
- b) Ambulance Service Area, Variance Support Request
(Dean Bender, Emergency Management Manager)
- c) Polk County Contract No. 25-80, Service Contract
(Rosana Warren, Behavioral Health)
- d) Polk County Contract No. 25-81, Service Contract
(Rosana Warren, Behavioral Health)
- e) Local Alcohol and Drug Policy Committee
Membership,
(Jodi Merritt, Community Corrections Director)
- f) Polk County Contract No. 25-90, DHS
(Rosana Warren, Behavioral Health)
- g) Polk County Contract No. 25-91, Service Contract
(Rosana Warren, Behavioral Health)
- h) Polk County Contract No. 25-92, Western Oregon
University
(Rosana Warren, Behavioral Health)

There no need for an executive session and Commissioner Mordhorst adjourned the meeting at 9:08 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: June 18, 2025

POLK COUNTY FINANCE REPORT (CASH BASIS)

For the Month Ended May 31, 2025

FUND	ACCT #	BALANCE 5/1/2025	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	BALANCE 5/31/2025
General Fund	100	9,618,243.63	3,507,874.58		6,652,271.11		6,473,847.10
Building Inspection	110	151,621.25	120,801.05		137,633.68		134,788.62
C.A.M.I.	140	(13,632.52)	35,109.38		8,660.92		12,815.94
Domestic Mediation	160	110,924.54	0.00		4,840.60		106,083.94
Court Security	180	108,874.73	2,432.75		1,608.67		109,698.81
Public Works	210	3,715,894.56	636,646.37		780,356.60		3,572,184.33
Public Land Corner	215	28,646.97	7,400.50		3,379.07		32,668.40
Public Works Complex Construction	219	293,701.58	126,008.81		453,755.43		(34,045.04)
Dog Control	220	(138,457.67)	144,444.00		19,707.30		(13,720.97)
Marine Patrol	225	(4,340.07)	6,450.39		4,114.31		(2,003.99)
Law Library	230	7,855.57	15,000.00		7,460.48		15,395.09
Health Services	232	626,673.22	770,943.03		819,872.74		577,743.51
Public Health	235	135,770.02	390,924.04		307,513.76		219,180.30
Behavioral Health	240	10,936,153.30	3,107,740.17		2,492,997.19		11,550,896.28
Juvenile	245	(801,210.90)	807,127.17		107,955.55		(102,039.28)
Veterans' Services	254	(138,839.50)	153,673.15		30,144.21		(15,310.56)
Fair	260	(264,872.26)	47,079.07		88,099.01		(305,892.20)
County School	270	83.66	0.00		0.00		83.66
Economic Development	280	532,097.53	13,500.00		22,678.13		522,919.40
American Rescue Plan	290	540,241.29	14.65		155,293.62		384,962.32
Coordinated Housing	295	686,606.28	0.00		649,278.59		37,327.69
Household Hazardous Waste	300	83,324.43	12,442.58		23,393.91		72,373.10
Building Improvement	310	(326,939.37)	600,000.00		360,891.97		(87,831.34)
Polk Extension Serv District	500	141,045.30	3,158.05		11,040.79		133,162.56
Management Services	610	1,167,865.82	750,197.15		1,120,333.05		797,729.92
PERS Reserve	615	1,497,575.98	70,736.17		0.00		1,568,312.15
Insurance	620	(624,408.24)	186,019.18		27,920.80		(466,309.86)
TOTAL COUNTY FUNDS		28,070,499.13	11,515,722.24	0.00	14,291,201.49	0.00	25,295,019.88
TRUST FUNDS							
Marriage Trust	A122	375.00	625.00		375.00		625.00
Oregon Land Info System	A125	1,038.31	825.13		0.00		1,863.44
A&T Housing Trust	A127	52,314.98	47,262.23		0.00		99,577.21
Miscellaneous Trust	A139	93,000.00	4,254.41		0.00		97,254.41
Sheriff's Sales - RPPS	A140	7,845.91	0.00		0.00		7,845.91
Evidence & Unclaimed (Sheriff)	A141	86,297.96	0.00		0.00		86,297.96
Assessor-MS Fees	A150	55.00	440.00		330.00		165.00
Training	A151	10,489.35	150.00		245.88		10,393.47
Unsegregated Tax	A220	526,540.34	2,087,631.75		21,172.74	529,838.34	2,063,161.01
Unsegregated Tax Interest	A221	1,177.46	1,336.47			1,177.46	1,336.47
Assessment & Taxation	A224	22,008.20	18,527.62		543.29		39,992.53
Estimated Collections	A225	33,802.33	5,391.27		0.00		39,193.60
DA Pre-forfeiture Trust	A421	2,175.54	0.00		0.00		2,175.54
Victim Assistance Fund	A422	44.24	0.00		0.00		44.24
Pre-Forfeiture Trust	A433	1,022.00	0.00		0.00		1,022.00
Inmate Trust	A437	94,694.63	48,659.90		37,139.60		106,214.93
Sheriff's Trust (Shop with Sheriff)	A450	7,049.36	0.00		0.00		7,049.36
EM Radio Maintenance Contingency	A455	143,058.79	1,888.60		0.00		144,947.39
Foreclosure Land Sales	A811	33,242.77	0.00		128.40		33,114.37
TOTAL TRUST FUNDS		1,116,232.17	2,216,992.38	0.00	59,934.91	531,015.80	2,742,273.84
TOTAL COUNTY & TRUST FUNDS		29,186,731.30	13,732,714.62	0.00	14,351,136.40	531,015.80	28,037,293.72

FUND TAX DISTRICTS	ACCT #	BALANCE 5/1/2025	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	BALANCE 5/31/2025
Polk County Tax	T101	0.00		72,743.90	72,743.90		0.00
Chemeketa	T111/112	0.00		30,908.31	30,908.31		0.00
Willamette Regional ESD	T121	0.00		9,517.26	9,517.26		0.00
Linn-Benton ESD	T151	0.00		8.45	8.45		0.00
City of Dallas	T201/204	0.00		27,032.96	27,032.96		0.00
City of Independence	T211/212	0.00		17,903.73	17,903.73		0.00
City of Monmouth	T221	0.00		14,665.71	14,665.71		0.00
City of Falls City	T231/232	0.00		897.49	897.49		0.00
City of Salem	T241	0.00		88,556.41	88,556.41		0.00
City of Willamina	T251	0.00		784.04	784.04		0.00
Amity Fire	T301	0.00		659.38	659.38		0.00
Spring Valley Fire	T311	0.00		351.70	351.70		0.00
Dayton Fire	T321	0.00		221.62	221.62		0.00
Salem Suburban Fire	T331	0.00		1,862.94	1,862.94		0.00
Sheridan Fire	T341	0.00		1,111.68	1,111.68		0.00
Polk Fire District #1	T351	0.00		15,897.27	15,897.27		0.00
Southwest Rural Fire	T361	0.00		7,516.63	7,516.63		0.00
West Valley Fire	T371	0.00		1,885.98	1,885.98		0.00
Hoskins Fire	T381	0.00		48.37	48.37		0.00
Dallas Cemetery	T401	0.00		448.76	448.76		0.00
Fircrest Cemetery	T411	0.00		158.93	158.93		0.00
Hilltop Cemetery	T421	0.00		329.87	329.87		0.00
Pedee Cemetery	T431	0.00		31.37	31.37		0.00
Polk Soil & Water Conservation	T505	0.00		1,604.71	1,604.71		0.00
Ash Creek Irrigation	T511	0.00		261.43	261.43		0.00
Eola Light	T521	0.00		25.62	25.62		0.00
Fire Patrol	T531/541	0.00		2,516.86	2,516.86		0.00
Mobile Home Ombudsman Fee	T551	0.00		64.22	64.22		0.00
Dallas School Dist #2	T601	0.00		58,690.68	58,690.68		0.00
Central School #13J	T611	0.00		52,713.72	52,713.72		0.00
Sheridan School Dist. #14J	T621	0.00		904.96	904.96		0.00
Perrydale School Dist. #21	T631	0.00		3,563.96	3,563.96		0.00
Philomath School #28J	T641	0.00		233.60	233.60		0.00
Salem School Dist. #24	T651	0.00		94,946.71	94,946.71		0.00
Willamina School #44J	T661	0.00		5,578.29	5,578.29		0.00
Amity School Dist. #45J	T671	0.00		2,590.28	2,590.28		0.00
Falls City School #57	T681	0.00		2,621.82	2,621.82		0.00
Salem Mass Transit	T701	0.00		8,750.47	8,750.47		0.00
Polk Extension Service District	T721	0.00		2,405.71	2,405.71		0.00
TOTAL TAX DISTRICTS		0.00		531,015.80			
			0.00	531,015.80	531,015.80	0.00	0.00
TOTALS		29,186,731.30	13,732,714.62	531,015.80	14,882,152.20	531,015.80	28,037,293.72
Cash and Investment Report -May 31, 2025							
BANK ACCOUNT				BALANCE			
Operating Accounts:							
Citizens Bank (1011)				1,224,703.38			
Bank of America (payroll) (1010)							
Investments:							
Local Government Investment Pool (1070)				25,457,202.01			
Other Accounts and Cash:							
US Bank - bond account (acct 1029)				(1.20)			
Citizens Bank (Inmate account 1025)				106,090.88			
Citizens Bank (online tax collection 1028)				36,118.84			
Citizens Bank (ADP payroll account 1033)				1,197,529.81			
Cash on Hand (1280)				13,905.00			
Petty Cash Funds (1290 & 1291)				1,745.00			
TOTAL CASH - May 31, 2025				28,037,293.72			



POLK COUNTY

BOARD OF COMMISSIONERS

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338-3174
(503) 623-8173 * FAX (503) 623-0896

Commissioners
CRAIG A. POPE
JEREMY GORDON
LYLE MORDHORST

GREGORY P. HANSEN
Administrative Officer

TO: BOARD OF COMMISSIONERS
FROM: GREG HANSEN, BUDGET OFFICER
DATE: JUNE 18, 2025
SUBJECT: YEAR-END MODIFICATIONS – 2024-2025 BUDGET

RECOMMENDATION:

The Board of Commissioners approve Resolution 25-09 in the matter of increasing appropriations and transferring appropriations within multiple funds for fiscal year 2024-2025.

ISSUE:

Should the Board approve Resolution 25-09, modifications in appropriations for the County budget for fiscal year 2024-2025?

BACKGROUND:

Every June the County modifies the current budget through resolution. Prior to the end of the fiscal year, the Budget Officer makes year end adjustments to the current budget to prevent violating Oregon budget law (overspending appropriation authority, negative fund balances, etc.). Four (5) years ago, the County began performing resolutions twice each fiscal year (mid year and end of the year) in an effort to more align the budget with current information.

Resolution 25-09 discloses the year end budget adjustments which I am recommending for approval.

A brief explanation for these proposed modifications are as follows:

- 1) General Fund: Elections – unexpected costs in materials and services and personal services (\$15,000), Support Enforcement – additional personal services (\$10,000), Jail – unanticipated personal services and materials and services (\$200,000), Emergency Management – unexpected costs in materials and supplies (\$100,000), Dog Control fund – increase in transfer (\$35,000), Law Library fund – increase in transfer (\$5,000), Public Works Complex Construction fund – increase in transfer (\$10,000), Juvenile fund – increase in transfer (\$120,000), Fair fund – increase in transfer (\$50,000), American Rescue Plan fund – increase in transfer (\$150,000), Insurance fund – increase in transfer (\$50,000), General Fund – Contingency – a decrease in the fund operating contingency in the amount of (\$745,000),
- 2) Public Works Fund - incurred unexpected costs in two divisions (Administration (\$100,000) and Shops (\$100,000)) which require an increase in appropriations and a corresponding reduction in the Fund contingency (\$200,000), 3)

Public Works Complex Construction Fund - requires an increase in appropriations and resources as a result of an additional General Fund transfer (\$10,000), 4) Dog Control Fund - requires an increase in appropriations and resources as a result of additional General Fund transfer (\$35,000), 5) Law Library Fund - requires an increase in appropriations and resources as a result of additional General Fund transfer (\$5,000),

6) Behavioral Health Fund: – incurred unexpected costs in personal services and materials and services in Developmental Disabilities (\$100,000) resulting in a corresponding reduction in the Fund contingency (\$100,000), 7) Juvenile Fund – requires an increase in appropriations and resources as a result of a General Fund transfer (\$120,000), 9) Fair Fund – requires an increase in appropriations and resources as a result of a General Fund transfer (\$50,000), 10) American Rescue Plan Fund – requires an increase in appropriations and resources as a result of a General Fund transfer (\$150,000), 11) Coordinated Housing Fund – incurred unexpected costs in materials and services resulting in a corresponding reduction in the Funds operating contingency (\$914,480), 12) Management Services Fund: Board of Commissioners – overrun costs in materials and services and personal services (\$15,000), Central Services - unanticipated materials and services (\$20,000), Jail Maintenance – unexpected materials and services (\$20,000), Information Services – increased expenses in personal services (\$120,000), County Counsel – unexpected personal services (\$10,000), Management Services – a decrease in special projects to balance the fund (\$185,000), 13) Insurance Fund – requires an increase in appropriations and resources as a result of a General Fund transfer (\$50,000).

ALTERNATIVES:

The following are alternatives:

1. Approve the resolution as proposed.
2. Modify the resolution to increase or decrease appropriation modifications.
3. Not approve a resolution. This action will cause the County to violate Oregon budget law.

FISCAL IMPACT:

The cost associated with these budget modifications are a reduction of \$720,000 in the General Fund contingency, a \$200,000 decrease in the Public Works Fund contingency, a \$100,000 decrease in the Behavioral Health Fund contingency, a \$914,480 decrease in the Coordinated Housing Fund contingency, a \$185,000 decrease in the Management Services Fund contingency, and increases of \$10,000 in the Public Works Complex Construction Fund, \$35,000 in the Dog Control Fund, \$5,000 in the Law Library Fund, \$120,000 in the Juvenile Fund, \$50,000 in the Fair Fund, \$150,000 in the American Rescue Plan Fund, and \$50,000 in the Insurance Fund.

The County's overall budget will increase by the amount of General Fund transfers discussed above accumulating to \$420,000.

**BEFORE THE BOARD OF COMMISSIONERS
FOR POLK COUNTY, OREGON**

In the matter of Increasing)
Appropriations and Transfers)
Within the General Fund, and)
)
Increasing Resources and Appropriations)
in the Public Works Construction Complex Fund,)
Dog Control Fund, Law Library Fund, Juvenile)
Fund, Fair Fund, American Rescue Plan Fund,)
Insurance Fund, and)
)
Increasing Appropriations in the Public Works)
Fund, Behavioral Health Fund, Management)
Services Fund, Coordinated Housing Fund, and)
)
All adjustments relate to the 2024-2025)
Fiscal Year)

RESOLUTION NO. 25-09

WHEREAS, the above matter came before the Polk County Board of Commissioners in regular session on 18th day of June, 2025; and

WHEREAS, the General Fund of Polk County incurred unexpected costs in personal services and materials and services in Elections (\$15,000), additional personal services in Support Enforcement (\$10,000), unanticipated personal services and materials and services in Jail (\$200,000), unexpected costs in materials and services in Emergency Management (\$100,000), an increase in transfers to the Dog Control fund (\$35,000), Law Library fund (\$5,000), Public Works Complex Construction fund (\$10,000), Juvenile fund (\$120,000), Fair fund (\$50,000), American Rescue Plan fund, (\$150,000), Insurance fund (\$50,000), and a corresponding reduction in the Fund operating contingency to balance the budget (\$745,000); and

WHEREAS, the Public Works Fund incurred unexpected costs in two divisions (Administration (\$100,000) and Shops (\$100,000)) which require an increase in appropriations and a corresponding reduction in the Fund contingency (\$200,000); and

WHEREAS, the Public Works Complex Construction Fund requires an increase in appropriations and resources as a result of a General Fund transfer (\$10,000); and

WHEREAS, the Dog Control Fund requires an increase in appropriations and resources as a result of a General Fund transfer (\$35,000); and

WHEREAS, the Law Library Fund, requires an increase in appropriations and resources as a result of a General Fund transfer (\$5,000); and

WHEREAS, the Behavioral Health Fund incurred unexpected costs in personal services and materials and services in Developmental Disabilities (\$100,000) resulting in a corresponding reduction in the Fund contingency (\$100,000); and

WHEREAS, the Juvenile Fund requires an increase in appropriations and resources as a result of a General Fund transfer (\$120,000); and

WHEREAS, the Fair Fund requires an increase in appropriations and resources as a result of a General Fund transfer (\$50,000); and

WHEREAS, the American Rescue Plan Fund requires an increase in appropriations and resources as a result of a General Fund transfer (\$150,000); and

WHEREAS, the Coordinated Housing Fund requires an increase in appropriations due to unexpected costs in building expense (\$914,480) resulting in a corresponding reduction in the Funds contingency (\$914,480); and

WHEREAS, the Management Services Fund had additional expenditures in the Board of Commissioners in materials and services and personal services (\$15,000), unanticipated materials and services in Central Services (\$20,000), unexpected materials and services in Jail Maintenance (\$20,000), increased expenses in personal services in Information Services (\$120,000), and unexpected personal services in County Counsel (\$10,000), resulting in a corresponding reduction in the Funds contingency (\$185,000); and

WHEREAS, the Insurance Fund requires an increase in appropriations and resources as a result of a General Fund transfer (\$50,000); and

WHEREAS, ORS 294.463 provides the authority for transfer of appropriations within a given fund or from the General Fund to any other fund when authorized by official resolution of the governing body; and ORS 294.338 provides authority for the expenditure of grants, gifts, bequests or devises transferred to a municipal corporation in trust for specific purposes after the enactment of a resolution authorizing the expenditure; and ORS 294.343 provides the authority to increase appropriations in an internal service fund; now, therefore,

IT IS HEREBY RESOLVED that the Board of Commissioners, County of Polk, adopt this resolution in full in the amounts shown below:

GENERAL FUND (100)

Total Requirements

\$ 31,724,250

Elections (130)	
Increase from \$490,427 to \$505,427	15,000
Support Enforcement (415)	
Increase from \$524,178 to \$534,178	10,000
Jail (435)	
Increase from \$7,590,260 to \$7,790,260	200,000
Emergency Management (440)	
Increase from \$673,847 to \$773,847	100,000

Transfers:

Public Works Construction Fund (219)	
Increase from \$50,000 to \$60,000	10,000
Dog Control Fund (220)	
Increase from \$140,000 to \$175,000	35,000
Law Library Fund (230)	
Increase from \$25,000 to \$30,000	5,000
Juvenile Fund (245)	
Increase from \$800,000 to \$920,000	120,000
Fair Fund (260)	
Increase from \$200,000 to \$250,000	50,000
American Rescue Plan Fund (290)	
Increase from \$0 to \$150,000	150,000
Insurance Fund (620)	
Increase from \$200,000 to \$250,000	50,000
Fund Operating Contingency (199)	
Decrease from \$3,196,765 to \$2,451,765	(745,000)

TOTAL ADJUSTED REQUIREMENTS **\$ 31,724,250**

PUBLIC WORKS FUND (210)

Total Requirements **\$ 14,857,000**

Public Works Administration (610)	
Increase from \$1,716,026 to \$1,816,026	100,000
Shops (620)	
Increase from \$872,744 to \$972,744	100,000
Fund Operating Contingency (610)	
Decrease from \$3,554,854 to \$3,354,854	(200,000)

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 14,857,000</u>
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PUBLIC WORKS COMPLEX CONSTRUCTION FUND (219)

<u>Total Requirements</u>	<u>\$ 557,500</u>
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Public Works Complex Construction (219)	
Increase from \$557,500 to \$567,500	10,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 567,500</u>
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DOG CONTROL FUND (220)

<u>Total Requirements</u>	<u>\$ 237,500</u>
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Dog Control (450)	
Increase from \$237,500 to \$272,500	35,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 272,500</u>
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LAW LIBRARY FUND (230)

<u>Total Requirements</u>	<u>\$ 85,000</u>
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Law Library Control (230)	
Increase from \$85,000 to \$90,000	5,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 90,000</u>
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BEHAVIORAL HEALTH FUND (240)

<u>Total Requirements</u>	<u>\$ 43,675,000</u>
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Developmental Disability (555)	
Increase from \$5,120,885 to \$5,220,885	100,000

Fund Operating Contingency (530)	
Decrease from \$7,575,449 to \$7,475,449	(100,000)

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 43,675,000</u>
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JUVENILE FUND (245)

<u>Total Requirements</u>	<u>\$ 1,277,000</u>
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Juvenile Probations (460)	
Increase from \$986,567 to \$1,086,567	100,000

Juvenile Sanctions (462)	
Increased from \$290,433 to \$310,433	20,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 1,397,000</u>
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FAIR FUND (260)

<u>Total Requirements</u>	<u>\$ 791,000</u>
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Year Around Operations (720)	
Increase from \$505,274 to \$555,274	50,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 841,000</u>
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AMERICAN RESCUE PLAN FUND (290)

<u>Total Requirements</u>	<u>\$ 2,250,000</u>
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American Rescue Plan (865)	
Increase from \$2,250,000 to \$2,400,000	150,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 2,400,000</u>
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COORDINATED HOUSING FUND (295)

<u>Total Requirements</u>	<u>\$ 2,500,000</u>
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Coordinated Housing (875)	
Increase from \$1,585,520 to \$2,500,000	914,480

Fund Operating Contingency (875)	
Decrease from \$914,480 to \$0	(\$914,480)

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 2,500,000</u>
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MANAGEMENT SERVICES FUND (610)

<u>Total Requirements</u>	<u>\$ 9,310,000</u>
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Board of Commissioners (112)	
Increase from \$441,990 to \$456,990	15,000

Central Services (810)	
Increase from \$617,477 to \$637,477	20,000

Jail Maintenance (817)	
Increase from \$621,527 to \$641,527	20,000

Information Services (825)	
Increase from \$1,665,224 to \$1,785,224	120,000

County Counsel (870)	
Increase from \$201,317 to \$211,317	10,000

Special Projects (195)	
Decrease from \$503,037 to \$318,037	(185,000)

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 9,310,000</u>
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INSURANCE FUND (620)

<u>TOTAL REQUIREMENTS</u>	<u>\$ 1,202,000</u>
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Insurance (840)	
Increase from \$1,202,000 to \$1,252,000	50,000

TOTAL ADJUSTED REQUIREMENTS	<u>\$ 1,252,000</u>
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Dated this 18th day of June, 2025 at Dallas, Oregon.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Approved as to Form:

Morgan Smith, County Counsel

EMPLOYMENT AGREEMENT

This Agreement, is between POLK COUNTY, a political subdivision of the State of Oregon, through its Board of Commissioners, and Gregory P. Hansen, hereafter referred to as Employee.

WHEREAS, Polk County is desirous of engaging the services of Employee as the Administrative Officer for Polk County, and Employee is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

Section 1. Employment

In consideration of the salary payments and other benefits to Employee hereafter described, Employee agrees to perform the assigned duties for Polk County Administrative Officer, and to carry out to the best of his ability all the duties imposed on him by Polk County through its Board of Commissioners. It is anticipated that Employee shall work approximately 1250 hours per calendar year pursuant to this agreement

Section 2. Term of Agreement

The term of this Agreement shall be for a period beginning April 1, 2025 through December 31, 2028. Employee is obligated to give a ninety (90) days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of Employee at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

Should Employee's employment be terminated by the Board of Commissioners during the term of this agreement for any reason other than those enumerated in paragraph (c) of this section, Employee will be entitled to severance pay in the amount of \$80,000.

(c) Hansen is not entitled to severance pay described in paragraph (b) of this section if dismissed for:

- (1) Conviction of a felony;
- (2) Conviction of any other crime which involves moral turpitude or which, in the sole judgment of the Board of Commissioners, reflects discredit on Polk County;
- (3) Violation of any standard imposed by Polk County personnel rules, ordinance, resolution, order or State of Oregon statutes and regulations; and
- (4) Malfeasance in office or willful or wanton neglect of duty.

Section 3. Compensation

Polk County shall pay, starting July 1, 2025, and Employee shall accept in payment for his services hereunder, a monthly salary of \$ 15,450.00, payable when other employees of Polk County are paid, while this Agreement is in effect.

Employee shall receive a 2.0% increase every July 1st and January 1st beginning January 1st, 2026 and running through the duration of the agreement.

Section 4. Benefits Generally

Employee is not entitled to any benefits under this agreement with the exception of Worker's Compensation Insurance, full time employee Health Insurance (less employee cost at the same amount of non-represented employees) and life insurance.

Employee is not entitled to vacation, sick leave, holidays, personal leave or bereavement leave unless required by law.

Section 5. Personnel Rules

With exception of benefits, Employee shall adhere to the County's personnel rules.

Section 6. Waiver or Modification

No waiver or modification of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereunder. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by the parties. The parties further agree that the provisions of this section shall not be waived.

Section 7. Disputes

All disputes shall be decided by County Counsel. All such decisions are final.

Section 8. Severability

If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 9. Governing Law

This contract shall be construed and interpreted for all purposes as executed in the State of Oregon, and

subject to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of
June 2025.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon

Lyle Mordhorst

Approved as to form:

County Counsel



Gregory P. Hansen

CONTRACT & AGREEMENT SUMMARY

DEPARTMENT: POLK COUNTY COMMUNITY CORRECTIONS

CONTACT PERSON: Jodi Merritt

DATE ISSUED: May 22, 2025

CONTRACTOR: River of Life House
P.O. Box 121
Dallas, OR 97338
SS#/I.D.#: 90-0837853

SERVICES PROVIDED: Transitional housing for men

EFFECTIVE DATES: **From:** July 1, 2025 **Through:** June 30, 2027

BUDGET LINE NUMBER(S): 100-8670-457-CC16

DOLLAR AMOUNT: **Terms (monthly/hourly):** Rates per Exhibit A

Total dollars for Program: Not to exceed \$32,400 per year

ADDITIONAL COMMENTS AND/OR INFORMATION:

NOTIFY ACCOUNTING MANAGER IMMEDIATELY OF ANY CONTRACT TERMINATION

 (Do Not Write Below This Line)

FOLLOW-UP CHECKLIST

<u> </u> Fiscal approval	Date <u> </u>
<u> </u> Contractor signed	Date <u> </u>
<u> </u> Contract signed by BOC	Date <u> </u>
<u> </u> Copies distributed	Date <u> </u>

AGREEMENT

This Agreement is made and entered into by and between

POLK COUNTY, a political subdivision of the State
of Oregon

EBI Policy # AB 1537

POLK COUNTY COURTHOUSE

DALLAS, OR 97338

hereinafter referred to as "County" and

River of Life House

SSN#/ID#: 90-0837853

P.O. Box 121

Dallas, OR 97338

hereinafter referred to as "Contractor"; and,

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation; and

WHEREAS, Contractor has available, or can obtain, the necessary licenses or certificates required for the performance of said services;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

SECTION I - DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

- A. The County is desirous of securing the services of the Contractor to perform services more specifically outlined in Exhibit A, based on Contractor's specialty and capacity, and Polk County's needs and capacity.
- B. The Contractor shall provide authorized services to Polk County referrals at Contractor's facilities, Polk County Buildings on space available basis, and/or consumer's school facility, work location, or home depending upon the needs of the individual. Depending on the nature of services provided, the location of services may be curtailed by Exhibit A: Scope of Work.
- C. Services shall be provided in accordance with the document entitled Exhibit A: Scope of Work, which is attached and by reference herein, made an integral part of this Agreement

SECTION II - CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2025, and ending June 30, 2027, payment shall be retroactive for approved services

provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.

- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s), upon receipt of an authorized billing document at the rates outlined in Exhibit A and as approved by Polk County. Billings shall be submitted to Polk County Community Corrections Office, 820 SW Church St., Suite 100, Dallas, Oregon 97338. Billing documents shall be submitted by the close of business on the last weekday of each month. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
 - 1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - 2. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - 3. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of this Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411.

SECTION III – GENERAL PROVISIONS

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.
- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Contractor-client Relationship: The Contractor will establish a system through which a client and/or the client's parents or guardian may represent grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's service, the Contractor will advise the child and parents or guardian of the provision. The Contractor shall notify the County of all unresolved grievances.
- F. Safeguarding of Client Information:
1. The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the County, or if the County is not the recipient, on written consent of the recipient or attorney, or otherwise compliant with Contractor's obligations under this contract.
 2. For the purposes of safeguarding protected client information, Contractor agrees to abide by all County rules and regulations regarding Communication technology as documented in the County's Communications Technology Policy. Appropriate County equipment will be provided for Contractor to perform its duties under this agreement. To the extent that Contractor elects to use their own technology (computer, cellular phone, etc...) Contractor warrants that such equipment shall be compliant with County rules and regulations, and its obligations under this contract.
- G. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- H. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
1. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with Federal regulations and the County's guidelines on allowable use of funds paid by the County under this Agreement.
 2. The Contractor agrees to maintain fiscal records consistent with generally accepted accounting practices and controls, which will properly reflect all direct and indirect costs

and funds expended in the performance of this Agreement. The Contractor shall make these records available at reasonable times upon request to State and Federal personnel, and other persons authorized by the County.

3. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- I. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews 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 State and Federal personnel and other persons authorized by the County.
- J. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.
- K. Insurance:
 1. Contractor agrees that it is an independent contractor and not an agent of the County. The Contractor and the County shall not be responsible for any legal liability, loss, malpractice, damages, costs and expenses arising in favor of any person on account of personal injuries, death or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from the acts or omissions of the other party under this Agreement.
 2. Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities, operations, and omissions of the Contractor, all subcontractors, and all named additional insureds. Contractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270, with provision for increased coverage as such limits are increased by legislative action. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally and in writing.
 3. As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, to Polk County Community Corrections Office, 820 SW Church St., Suite 100, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
 4. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.

- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.
- M. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.
- N. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
- O. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- P. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by either party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
1. If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the Agreement may be modified in accordance with the paragraph entitled "Re-negotiation or Modification" to accommodate a reduction in funds.

2. If Federal or State laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or no longer qualify for the funding proposed for payments authorized by this Agreement.
 3. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
 4. Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date, which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercises the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the Agreement is terminated under this clause.
 5. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:
 - a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
 - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
 - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
 6. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.
- Q. Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.
- R. Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".

- S. 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.
- T. Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- U. Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- V. Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.
- W. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- X. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- Y. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by a qualified entity to determine the nature of any criminal activity the Contractor may have been involved in for purposes described in ORS 181.536 through 181.537 or Contractor agrees to provide verification that such a Criminal History Records Check has been completed by a qualified entity. No work will be assigned to Contractor until Criminal History Check is completed and verified by the qualified entity.

SECTION IV – CLAUSES REQUIRED BY OREGON LAW FOR PERSONAL SERVICES CONTRACTS

- A. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:
1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivisions thereof, on account of any labor or material furnished.
 4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing Polk County may pay such claim to the person furnishing the labor or services and charge the amount of payment against funds due or to become due the Contractor by reason of this contract. Payment of a claim in this manner shall not relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.
- C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving overtime.
- D. Payment for Medical Care: Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.
- E. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.
- F. Health Care Benefits for Employees: The Contractor shall provide health care benefits to all employees who are performing services previously performed by public employees if the conditions specified in ORS 653.767 require such payment. Benefits must equal or exceed those benefits specified in ORS 279.315(3). This clause does not apply to contracts for temporary, non-ongoing or nonrecurring contracts.
- G. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

SIGNATURE PAGE

BY SIGNATURE BELOW, both parties agree to and accept all terms and conditions of this Agreement between County and Contractor/Provider along with the following:

Exhibit A – Scope of Work

Dated this 22nd day of May, 2025

BY: KEVIN D. WICKER


RIVER OF LIFE HOUSE

Dated this _____ day of _____, 2025

BY:

CHAIR
POLK COUNTY BOARD OF COMMISSIONERS

Approved as to Form

COUNTY COUNSEL

EXHIBIT A – Scope of Work

Polk County, a political subdivision of the State of Oregon and, River of Life House, hereinafter called Contractor, hereby agree to the following:

1. Contractor agrees to provide transitional housing services for male offenders referred to the program by the Polk County Community Corrections Director or Caseload Specialist.
2. Contractor will provide six (6) beds to Community Corrections for male offenders at 373 View St, Dallas. Clients occupying the beds may be supported for up to 6 months or as approved by the Director and/or Community Corrections Support Staff.
3. Contractor will be compensated at a rate of \$2,700.00/month for transitional housing services for male offenders referred under this program. Contractor will be compensated regardless of whether contracted beds are full.
4. Contractor agrees to provide monthly invoices to the County identifying the clients occupying the beds during the previous month. Contractor will work closely with the Community Corrections Caseload Specialist for client placement and approvals.



POLK COUNTY

COMMUNITY CORRECTIONS

820 SW CHURCH ST SUITE 100 ★ DALLAS, OREGON 97338-5326
(503) 623-5226 ★ FAX (503) 623-5326

JODI MERRITT
DIRECTOR

LEE WARREN
SUPERVISOR

To: Board of Commissioners
From: Jodi Merritt
Date: June 10, 2025
Re: Local Alcohol and Drug Policy Committee Membership

Recommendation:

As Chair of the Local Alcohol and Drug Policy Committee (LADPC) it is respectfully recommended the Board of Commissioners terminate the appointment of the following Member-at-Large to the LADPC:

- Annie Buse – Prevention Coordinator, Polk County Family Community Outreach (appointed June 26, 2024)

Issue:

Shall the Board terminate the appointed of the identified Member-at-Large appointment to the LADPC?

Discussion:

The LADPC bylaws identify membership that is comprised of eleven (11) voting members, of which six (6) are Standing Members and include: Polk County District Attorney (designee), Community Corrections Director (designee), Public Health Manager (designee), Mental Health Manager (designee), Service Integration Manager (designee), and Oregon Department of Human Services Child Welfare Manager (designee). The remaining voting members are comprised of a minimum of five (5) Member-at-Large positions that are appointed by consensus of the Standing Members, subject to ratification by the Board of Commissioners. Member-at-Large appointments are for a term of three (3) years and members may serve additional terms.

On June 26, 2024, the Board of Commissioners provided appointment of Annie Buse, Prevention Coordinator with Polk County Family and Community Outreach (FCO) as a Member-at-Large position. Due to staffing modifications with Polk County FCO, we are requesting to terminate the Member-at-Large appointment for Annie Buse, due to moving her into the Standing Member position of the Service Integration Manager designee.

The termination of this Member-at-Large appointment will leave one position open on the Committee, which will be discussed and potentially remedied at our next scheduled meeting in August of 2025.

Fiscal:

No fiscal impact.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 18, 2025
Contractor Name: Oregon Dept of Human Services: Office of Vocational Rehabilitation
Address: 500 Summer Street NE, E-87
City, State, Zip: Salem, OR 97301
Effective Dates - From: May 01, 2025 Through: March 31, 2027
Contract Amount: \$Varies

Background:

The County receives funds from the Oregon Department of Human Services (ODHS) on behalf of the Oregon Health Authority (OHA) to provide job placement services to residents of Polk County by way of a grant. This is Amendment 1 to Agreement No. 23-49.

Discussion:

This Amendment 1 is for the continuation of Individual Placement and Support (IPS) services for Vocational Rehabilitation through our Supported Employment program. Funding will be paid based on a per individual basis as invoice for services and based on the individuals meeting Vocational Rehabilitation qualifications and progress through the required steps. This Amendment extends the current Agreement to March 31, 2027.

Fiscal Impact:

This Amendment does change fee for service rates and does not present an expansion at this time, which has a neutral financial impact as the 2025-27 Behavioral Health budget was prepared in anticipation of this funding.

Recommendation:

It is recommended that Polk County sign Amendment 1 to IGA 179566 with the Oregon Department of Human Services.

Copies of signed contract should be sent to the following:

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



Agreement Number 179566

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **01** to Agreement Number **179566** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**,” and

**Polk County Behavioral Health Department
182 SW Academy Street Suite #204
Dallas, OR 97338
Attention: Rosana Warren
Telephone: (503) 623-9289 x 2428
E-mail Address: hs.contracts@co.polk.or.us**

hereinafter referred to as “**County**.”

1. This amendment shall become effective on the later of May 1, 2025, or on the last date all required signatures have been obtained.
 - a. **Section 1., “Effective Date and Duration”, Subsection a.,** is hereby amended as follows:
 - a. This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on March 20, 2023, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2025~~ **March 31, 2027**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.
 - b. For Services provided on and after the effective date of this amendment, **Exhibit A, Part 1 “Statement of Work”** is hereby replaced in its entirety. The Statement of Work is deleted and replaced as set forth in Attachment #1.
 - c. For Services provided on and after the effective date of this amendment, **Exhibit A, Part 1 “Payment and Financial Reporting”** is hereby replaced in its entirety. The Payment and Financial Reporting is deleted and replaced as set forth in Attachment #2.

d. Exhibit A, Part 3 “Special Provisions”, Section 4 “Background Checks” is hereby amended as follows:

4. **Background Checks. ~~Reserved.~~**

- a. The following individuals providing services under this Agreement are subject to a background check through the ODHS’ Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370 as such rules may be revised from time to time:
 - (1) All employees of County providing care or having access to ODHS clients, client information, or client funds.
 - (2) All volunteers of County providing care or having access to ODHS clients, client information, or client funds.
 - (3) All subcontractors of County providing care or having access to ODHS clients, client information, or client funds.
- b. All employees, volunteers, and subcontractors of County receiving background checks from the ODHS’ Background Check Unit are required to report to County any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
- c. Within five business days of such notification, County is required to report to the ODHS’ Background Check Unit the employee, volunteer, or subcontractor’s new history. The ODHS’ Background Check Unit may request a new background check to reevaluate the ongoing fitness of the County’s employee, volunteer, or subcontractor.
- d. The criminal records check procedures listed above also apply to County, its owners, managers, and board members regardless if any individual has access to ODHS clients, client information or client funds. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, “Standard Terms and Conditions”, Section 14, “Records, Maintenance, Access.”

- e. **Exhibit B, “Standard Terms and Conditions”, Section 24., “Notice” ODHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

ODHS: Office of Contracts & Procurement

~~635 Capitol Street NE, Suite 350~~ **500 Summer Street NE, E-03**

Salem, OR 97301

Telephone: 503-945-5818

Fax: 503-378-4324

2. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
3. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the undersigned hereby certifies under penalty of perjury that:
- a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;
 - b. The information shown in Section 5.a. “County Information” of the original Agreement, as amended is County’s true, accurate and correct information;
 - c. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - d. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
 - f. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.

- g. County's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

4. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Polk County

Street address: 850 Main Street

City, state, zip code: Dallas, OR 97338

Email address: hs.contracts@co.polk.or.us

Telephone: (503) 623-9289 x2550 Fax: (503) 623-2731

Proof of Insurance. County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 100034815 Expiration Date: 07/01/2025

5. Signatures.

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

Polk County Behavioral Health Department

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Oregon Department of Justice

Date

Attachment #1

1. Performance Standards.

- a. County's provision of the tasks or Services described in this Agreement must meet the highest performance standards prevalent in the industry or business most closely involved in providing Vocational Rehabilitation (VR) Job Placement Services. County affirms County is qualified to provide these VR Job Placement Services and will provide the Competitive Integrated Employment (CIE) Services to Participants referred to County by VR.
- b. County is prohibited from negotiating Services that are not in this Agreement with VR branch managers, Vocational Rehabilitation Counselors (VRC), or VR support staff.
- c. Conflict of Interest when working with VR Participants:
County recognizes their own personal or professional relationships may interfere with their ability to provide Services ethically and professionally.
County acknowledges they will not provide Services under this Agreement to family or co-workers family.
- d. If County, County's employees, or a VR approved Subcontractor is an Employment Network (EN) with the Social Security Administration as stated in 20 CFR 411.400, an EN may refer a beneficiary it is serving under the Ticket to Work program to a State VR agency for services. However, a referral can be made only if the State VR agency and the EN have an agreement that specifies the conditions under which services will be provided by the State VR agency. This agreement must be in writing and signed by the State VR agency and the EN prior to the EN referring any beneficiary to the State VR agency for Services.

2. Definitions.

For the purposes of this Agreement, capitalized words are defined in OAR 125-246-0110 or as defined below.

- a. **"Authorization for Purchase"** or **"AFP"** means a document created in the Oregon Rehabilitation Case Automation (ORCA) system that allows expenditures to occur on behalf of a Participant. An AFP serves as Oregon VR's guarantee of payment to a vendor or a Participant for the purchase of goods or services.
- b. **"Career Exploration"** means the activities that support the Participant for the purpose of identifying the job goal for development of the Individualized Plan for Employment. It may include activities for the Participant to assess the feasibility of a job goal, strengths and concerns, job shadows, informational interviews, labor market surveys, vocational testing, and other job-related experiences.
- c. **"Coaching in Support of Pre-ETS"** means coaching only available to students eligible for VR with approved Work Based Learning Experience (WBLE) included in a signed Individualized Plan for Employment (IPE). Student must require one-on-one coaching for the duration of the WBLE to qualify for this Service.

- (1) Assist the eligible student with a disability to perform the tasks assigned during WBLE, and if needed and in accordance with an approved IPE, participate in Pre-Employment Transition Services.
- (2) Coaching as a Program Service is only allowable for WBLE when the Student with a Disability is determined eligible by the Program and has a signed IPE with the Program.

Coaching Services may be provided by other programs, agencies or organizations if the student is only potentially eligible for Program Services.

- d. **“Community Based Work Assessments” or “CBWA”** means the assessments utilized to determine a Participant’s work strengths, compensatory skills, types, and levels of support needs that cannot be identified through the Vocational Rehabilitation Counselor’s comprehensive vocational assessment, eligibility documentation, or any other means. CBWA’s are not vocational goal specific but must be completed in a Competitive Integrated Employment setting. The CBWA will provide information that supports the Vocational Rehabilitation Counselor’s ability to write a thorough and comprehensive IPE.
- e. **“Company”** means as a singular business structure falling under one Federal Employer Identification Number, regardless of subsidiary businesses or “doing business as” designations.
- f. **“Competitive Integrated Employment” or “CIE”** means work that:
 - (1) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable state or local minimum wage law for the place of employment.
 - (2) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills.
 - (3) Is eligible for the level of benefits provided to other employees.
 - (4) Is at a location typically found in the community.
 - (5) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing Services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.
 - (6) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

- g.** “**Contractor**” means a person or business entity that agrees to legally enforceable terms and conditions under which the entity supplies products or performs Services according to an agency’s specifications and for the purpose of accomplishing results the agency intends.
- h.** “**Contractor Signee**” means the authorized representative that holds the responsibility for delivering and signing any Solicitation and Agreement documentation for County.
- i.** “**Core Competency**” means the foundation of an employment professional’s knowledge and are intended to be part of the larger organizational training and competency plan for individuals who deliver employment Services. Demonstration of competency under this Agreement must be achieved by completing 12 online Core Competency modules prior to providing Services under this Agreement.
- j.** “**Customized Employment**” means competitive integrated employment for an individual with a significant disability, that is based on an individualized determination of the unique strengths, needs, and interests of the individual with a significant disability that is designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer; and carried out through flexible strategies, such as:

 - (1) Working with an employer to facilitate Placement, including:

 - (a) Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs.
 - (b) Developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review) and determining a job location.
 - (c) Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to facilitate Placement.
- k.** “**Direct Placement**” means the immediate Placement of a Participant into Competitive Integrated Employment, that aligns with the Participant’s job goal and the number of work hours requested, at any point prior to referral to County.
- l.** “**Employee Roster**” means a form that lists the Agreement signee, and Agreement employees, or VR approved Subcontractors. This form is required to be resubmitted when additions to and removal of County employees or VR approved Subcontractors working under the Job Placement Services Agreement are made, within 30 days of the change, for the duration of the Agreement. It is County’s responsibility to maintain all required documents and submit this Employee Roster to VR.ContractInquiries@odhsoha.oregon.gov for all changes in status of Agreement signee, County, County’s employees or VR approved Subcontractor working under the Agreement.

- m. **“Employment Network”** or **“EN”** is defined as either an agency or instrumentality of a State (or political subdivision of the State) or a private entity that assumes responsibility for the coordination and delivery of employment, vocational rehabilitation or other support services to those beneficiaries who have assigned their Tickets to the EN.
- n. **“Individualized Placement and Support”** or **“IPS”** means the model of supported employment for people with serious mental illness. IPS supported employment helps people living with behavioral health conditions work at CIE opportunities that align with their informed choices. For purposes of this Agreement, IPS is an evidence-based practice of supported employment.
- o. **“Individualized Plan for Employment”** or **“IPE”** means a plan for attaining an individual's vocational objective. The IPE identifies Services necessary to assist the individual to prepare for, secure, retain, regain successful CIE, or advance in their career consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. The IPE identifies the vocational goal, hours of work desired per week, required Services, approved service providers, costs, time frames, and the individual's responsibilities under the plan.
- p. **“Informed Choice”** means that an individual, and any guardian or representative, who applies for Vocational Rehabilitation Services or is eligible to receive Services, shall be an active and full partner throughout the vocational rehabilitation process as described in 34 CFR §361.52. Informed choice also means the counselor clarifies choices by using the preferred language of the applicant or Participant and using rehabilitation counseling knowledge and skills; and individuals receive sufficient information to make a decision concerning the rehabilitation process and CIE opportunities.
- q. **“IPS Career (Vocational) Profile”** means a summary of information gathered from Participant’s support team and mental health treatment team. The summary information in the IPS Career (Vocational) Profile will indicate the support needs of the Participant on the job and will be used to help identify a job or career goal, for job searching, and for the on-the-job supports. It collects and stores information about a Participant’s workplace capabilities and limitations. An IPS Career (Vocational) Profile goes beyond objective measures such as aptitude test scores to include notations regarding the Participant’s strengths, interests, needs, and goals.
- r. **“Job Coach”** means the person who provides Job Coaching Services and who provides necessary prompts, develops natural supports for long-term success, and works with the employer toward a more effective working relationship with the Participant.
- s. **“Job Coaching”** means the direct Services authorized by the Vocational Rehabilitation Counselor and provided to teach the Participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer. Job Coaching Services include onboarding activities, defined as necessary extensive assistance with activities such as attending new hire trainings, developing strategies to ensure comprehension of new hire expectations, and one-on-one review and study of employee manuals and job-related materials. Job Coaching may also

include job related tasks such as basic work etiquette, job related time management, hygiene, organization, task analysis, self-advocacy, and disclosure.

- t. **“Job Placement Plan”** means the plan that defines the Participant’s documented work conditions and involvement for success on the job including number of hours and job type, addresses the information in the Referral form, and outlines the unique set of steps County will take for Placement and Retention in CIE.
- u. **“Job Placement Services”** means activities completed by County, after the acceptance of the Referral and the Job Placement Plan by the Vocational Rehabilitation Counselor and Participant, that are needed to obtain CIE. Job Placement Services include all work outlined and accepted in the Referral form, all strategies and methods outlined in the Job Placement Plan, as well as any additional meetings necessary to accomplish the work.
- v. **“Job Placement Services Contract Training”** or **“JPSCT”** is a course intended to develop knowledge and skills for providing Services to VR Participants under this Agreement, as well as covering changes from the previous Agreement.
- w. **“Job Retention Plan”** means the plan that defines how County will support the Participant’s needs in maintaining CIE.
- x. **“Job Search Assistance”** is a direct Service provided in place of Job Placement Services when the Participant will need limited job search assistance. It includes helping facilitate the Participant’s use of community resources in their independent job search.
- y. **“Job Search Plan”** means a plan created after completion of the IPS Career (Vocational) Profile to plan for the barriers to Competitive Integrated Employment that are identified in the Profile, with the help of the Participant’s mental health treatment team and natural supports. Employment goals and preferences are also identified, and job search strategies are developed.
- z. **“Job Stability”** means the Participant, VRC, and employer agree that the job is satisfactory, Participant is adequately performing the duties of the job to the Participant’s and employer’s satisfaction, job continues to match the vocational goal and number of hours as listed on the Individualized Plan for Employment and Job Placement Plan. Long-term supports have been defined and are in place, if needed.
- aa. **“Licensed Mental Health Professional”** or **“LMHP”** means an individual who is qualified by education, licensing, and training to meet the professional standards of conduct set forth by an Oregon state licensing authority.
- bb. **“Monthly Job Placement Report”** means the Monthly Job Placement Reports describing the effectiveness and progress of the steps and expectations outlined in the Job Placement Plan for Placement.
- cc. **“Monthly Job Retention Report”** means the Monthly Job Retention Report outlining the expectations identified in the Job Retention Plan.

- dd. **“On the Job Training”** or **“OJT”** means a type of training provided to a Participant in the work setting by an Employer. If OJT Services are provided by an employer, Job Placement is achieved and paid for when OJT is completed, and a permanent Job Placement is achieved. County will not be paid under this Agreement for OJT.
- ee. **“Oregon Forward”** formerly known as a **“Qualified Rehabilitation Facility”** or **“QRF”** means a qualified nonprofit agency as described in ORS 279.835 through 279.855.
- ff. **“Participant”** means a reportable individual, sometimes also called a **“client”** has been determined eligible for VR Services and can benefit from rehabilitation Services to assist in achieving CIE.
- gg. **“Placement”** means obtaining CIE with the Participant’s agreed upon vocational goal and the hours the Participant requests to work as documented in the accepted Referral Form and Job Placement Plan.
- hh. **“Pre-Employment Transition Services”** or **“Pre-ETS”** means the earliest set of services from VR. They are short-term and intermittent in nature. The intent of Pre-ETS is for students to learn skills which help them explore, narrow or refine a career goal. Eligibility for Pre-ETS, type and durations of Pre-ETS, and Services in support of Pre-ETS may only be authorized by an employee of Vocational Rehabilitation.
- ii. **“Portfolio”** means a Portfolio individualized for a Participant that includes elements as requested by the Vocational Rehabilitation Counselor in the Referral form and during the Job Placement Plan Meeting, or as listed in the AFP for Participants not referred to Job Placement Services.
- jj. **“Qualified Mental Health Associate”** or **“QMHA”** means an individual delivering Services under the direct supervision of an QMHP. The QMHA is responsible for providing rehabilitative mental health and some treatment Services to individuals suffering from severe emotional disorders.
- kk. **“Qualified Mental Health Professional”** or **“QMHP”** means a clinician in the human-services field who is trained and experienced in providing psychiatric or mental health services to individuals who have a psychiatric diagnosis.
- ll. **“Referral”** means the completed Referral form delivered to County. The Referral will include the Participant’s vocational goal, amount of work hours per week desired by the Participant, disability barriers, predetermined Job Placement Services Track, all required Services available under the Agreement, and additional elements necessary for County to make an informed decision whether to accept or deny the Referral.
- mm. **“Retention”** means an array of individualized Services, provided by County, while working with the Participant and employer, to determine issues, and solutions on the job, to ensure Participant’s employment success. It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain CIE. This will be based on Participant’s preference of

disclosure. Retention has been successfully achieved when the Participant has reached 90 days of successful CIE and Job Stability. Retention is not Job Coaching. Refer to the definition for Job Coaching.

- nn.** “**Self-Placement**” means a Participant discovers a job lead, applies, interviews, and obtains CIE on their own without assistance from a Job Placement Services County. Self-Placement may occur at the same time as Job Placement Services.
- oo.** “**Student with a Disability**” means an individual with a disability in a secondary, postsecondary, or other recognized education program who is:

 - (1) As young as 14 years of age as determined by the Oregon Department of Education age range for IDEA transition planning; and
 - (2) Not older than 21 years of age; and
 - (3) Is a student with a disability who is:

 - (a) Eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.) including secondary, post-secondary, and other recognized education programs; or,
 - (b) A student who is an individual with a disability, for purposes of section 504, a recognized educational program may include students with disabilities enrolled in:
 - (c) Home schooling; or
 - (d) A private school; or
 - (e) An alternative schools or justice involved youth or other accredited school program.
- pp.** “**Subcontractor**” means any individual who has an agreement with a County to complete all or part of a service. County must obtain ODHS written authorization prior to subcontracting.
- qq.** “**Supported Employment**” means CIE, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, working towards CIE that is individualized, and or customized, and consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing support Services for individuals with the most significant disabilities for whom CIE has not historically occurred, or for whom CIE has been interrupted or intermittent as a result of a significant disability; and for whom CIE has not historically occurred, or for whom CIE has been interrupted or intermittent as a result of a significant disability; and because of the nature and severity of their disabilities, need intensive supported employment Services and extended Services after the transition from support provided by the designated State unit, in order to perform this work.

- rr. **“Targeted Vocational Assessment”** or **“TVA”** means a community-based opportunity that evaluates specific vocational skills, tasks, and determines accommodations needed for success in the desired employment field.
- ss. **“Ticket To Work”** or **“TTW”** means an employment program created in 1999 by the Ticket to Work and Work Incentives Improvement Act and administered by the Social Security Administration (SSA). The program is voluntary and offers beneficiaries, expanded opportunities to obtain the Services and supports that they need to work and to achieve their employment goals.
- tt. **“Work-Based Learning Experience”** or **“WBLE”** means an experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible.
- uu. **“Vocational Rehabilitation”** or **“VR”** means the State program within the Oregon Department of Human Services, responsible for carrying out the responsibilities specified in ORS 344.511.(13).

3. **Description of VR Job Placement Tracks.**

a. **Job Placement Services Track 1 – Standard Employment.**

Track 1 Participants have the ability and motivation necessary to do the job but may experience employment barriers that impact their access to available jobs in the market, which may prevent the employer from recognizing them as viable candidates. Due to these barriers, Track 1 Participants will require third-party Placement assistance but will not require long term supports.

b. **Job Placement Services Track 2 – Supported Employment.**

Track 2 is designed for Participants with significant disabilities who demonstrate motivation but lack the ability to be competitive in the job market, such as difficulty multi-tasking -or- who demonstrate lower productivity levels than others who perform similar work tasks in a CIE environment. Track 2 Participants may require more flexible strategies, such as working with employers to facilitate Placement, customizing a job description based on existing or unidentified employer needs, developing a set of job duties, modifying the work schedule, and arranging for provision of job supports.

c. **Job Placement Services Track 3 – Customized Supported Employment.**

Track 3 is intended for supported employment Participants who exhibit the most significantly challenging functional limitations. There is no job description with intensive support and or customized employment. County must negotiate with the employer to create a job where the Participant can use their skills to benefit the employer. The employer will help the Participant develop their job description and support the development of supports at the worksite.

4. Services to be Provided.

a. Referral.

Prior to Referrals being provided to County the VRC may ask multiple providers to voluntarily meet with the Participant at no cost to VR. This will ensure the Participant has informed choice.

The VRC will provide the chosen County with a Referral form along with an AFP. The Participant, VRC and County may meet to discuss the Referral with the objective to share information to assist in the development of the Job Placement Plan.

The Participant, VRC or County may agree that the Referral meeting is not necessary. The VRC will make the final decision about having the Referral meeting when there is a disagreement about its need.

Upon acceptance of the Referral, County will not put a Participant on hold from Job Placement Services without written acceptance from the VRC. County will submit the reasons for a proposed hold in writing to the VRC at least seven (7) days prior to the proposed hold beginning. The VRC will respond in writing within seven (7) days to County.

County will notify the VRC immediately if the Participant is not participating or needs to pause Job Placement Services.

(1) Referral Acceptance.

If the Referral is accepted, County will return a copy of the signed Referral form and invoice to the VRC within seven (7) days of receipt of the Referral. For each accepted Referral, County will be paid a one-time Referral payment upon submission of an invoice to the VRC.

(2) Referral Rejection.

If the Referral is rejected without attending a Referral meeting, County will state the reason for rejection on the Referral form and return the rejected Referral to the VRC within seven (7) days of receipt of the Referral. No payment will be made to County.

When County attends a Referral meeting and County rejects the Referral, County will receive an AFP by the VRC at the Referral meeting and be paid for the rejected Referral upon submission of an invoice to the VRC.

b. IPS Supported Employment Referral from VR.

When VR refers a Participant to an IPS Supported Employment County, the IPS Supported Employment County will submit a comprehensive IPS Career (Vocational) Profile assessment at the Referral meeting.

(1) IPS Referral Acceptance.

If the Referral is accepted the IPS Supported Employment County will return a copy of the signed Referral form to the VRC within seven (7) days of receipt of the Referral. County will receive an AFP by the VRC at the Referral

meeting and be paid for the accepted Referral upon submission of an invoice to the VRC

(2) **IPS Referral Rejection.**

If the Referral is rejected without attending a Referral meeting the IPS Supported Employment County will state, the reasons for rejection on the Referral form and return to the VRC within seven (7) days of receipt of the Referral. No payment will be made to County.

When the IPS Supported Employment County attends a Referral meeting and County rejects the Referral, County will receive an AFP by the VRC at the Referral meeting and be paid for the rejected Referral upon submission of an invoice to the VRC.

c. IPS Supported Employment Referral to VR.

When an IPS Supported Employment County refers a potential Participant to VR, the IPS Supported Employment County will submit a comprehensive IPS Career (Vocational) Profile assessment at the Referral meeting to the VRC.

An IPS Career (Vocational) Profile is necessary for all IPS Participants. County shall submit a completed Profile. Examples of Profile elements are a resumé, an online application in print, profile page, interview skill building, and other job preparation activities deemed necessary by the VRC to reach a CIE outcome. Participant's preferences, supports and benefits received should also be included in the Profile.

When an IPS Supported Employment County refers a potential Participant to VR, the IPS Supported Employment County will receive an AFP by the VRC at the Referral meeting and be paid for the Referral upon submission of an invoice to the VRC.

d. Portfolio.

County will complete Portfolio Services as requested by the VRC through the Referral form and AFP, at the time of the Referral for Services. The Portfolio is not required for all Participants or all Job Placement Tracks.

County will also complete a Portfolio, if authorized through an AFP when the Participant does not need Job Placement Services but requires assistance with Portfolio Services requested by the VRC on the AFP.

County will not provide a Portfolio in situations where a Participant is receiving or has received Job Search Assistance by VR. Job Search Assistance will not be provided when Portfolio Services have been received. One exception may be made in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

The completed Portfolio must be submitted to the VRC prior to or along with the first Monthly Job Placement Report, or within 30 days of AFP receipt by County for Participants not referred for Job Placement Services.

The Portfolio must be individualized for each Participant. It must include elements as requested by the VRC in the Referral form and during the Job Placement Plan Meeting; or as listed in the AFP for Participants not referred for Job Placement Services. Examples of elements that may be requested include a resume', an online application in print, a video profile, a profile page, mock interview skill building, and other job preparation activities deemed necessary by the VRC to reach CIE for the Participant.

Portfolio Services are not provided by IPS Supported Employment County's due to completion of the IPS Career (Vocational) Profile.

(1) Portfolio Acceptance.

County will submit the Portfolio and invoice to the VRC prior to, or along with the first Monthly Job Placement Report, or within 30 days of AFP receipt by County for Participants not referred for Job Placement Services. The VRC will determine if the Portfolio includes all required elements requested on the Referral form or AFP and is of acceptable quality. If acceptable, payment will be processed.

(2) Portfolio Rejection.

The VRC will reject the Portfolio if the Portfolio does not include all required elements requested on the Referral form or AFP and is not of acceptable quality. The VRC will notify County in writing of the rejection within seven (7) days and may give County up to 14 days to revise and resubmit the Portfolio.

e. Job Placement Plan.

County will utilize the information included on the Referral form and the information provided by the VRC to prepare the Job Placement Plan. County will meet with the Participant to discuss in detail the strengths, resources, priorities, concerns, abilities, legal issues, transportation needs, and interests, as related to the IPE goal listed on the Referral form, and how, if any functional limitations could impact work.

County will conduct the activities required to complete a comprehensive and individualized Job Placement Plan for a Participant. The Job Placement Plan must outline the strategies and methods County will use to achieve successful CIE.

Additional activities necessary to complete the Job Placement Plan may include job shadows with the Participant in the community to understand and observe behaviors and motivations, and the Participant's CIE seeking abilities.

The Job Placement Plan must be completed using the required VR form and must be individualized and comprehensive. The plan will be submitted to the VRC after obtaining signatures from both the County and Participant prior to, or at the Job Placement Plan meeting. When approved and signed by the VRC, the VRC will provide a copy of the Job Placement Plan to County and Participant.

The Participant, VRC and County will meet to review the Job Placement Plan and discuss the specific strategies outlined and determine if the Job Placement Plan matches the information included in the Referral form to achieve a CIE outcome.

If Job Placement Services last 120 days without reaching successful CIE for the Participant, the Participant, VRC and County will meet to determine if Job Placement Services will continue. This meeting will determine what changes are needed to be made to reach a successful CIE outcome for the Participant. If the decision to continue Job Placement Services is agreed upon by the VRC, County and Participant, the County will then submit an updated Job Placement Plan within 14 days.

If the Participant's vocational goal changes during Job Placement Services activities and the VRC and Participant agree that a new vocational goal is acceptable, County will update the Job Placement Plan to reflect the goal change with the new or additional strategies that will be used to obtain and retain successful CIE.

The VRC will not authorize additional payments for Job Placement Plan updates required by County to reflect goal changes and new or additional strategies needed to obtain and retain successful CIE.

(1) Job Placement Plan Acceptance.

County will submit the Job Placement Plan to the VRC within 45 days of acceptance of a Referral.

The VRC will accept the Job Placement Plan when the VRC, County and Participant agree the outlined strategies match the Referral and are sufficient on meeting the Participant's needs, and when the Job Placement Plan has been signed by the Participant, VRC and County. County may submit an invoice for payment upon acceptance of the Job Placement Plan by the VRC.

(2) Job Placement Plan Rejection.

The VRC will reject the Job Placement Plan when the outlined strategies do not match the Referral and are insufficient on meeting the Participant's needs. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and resubmit the Job Placement Plan.

County may not invoice for the Job Placement Plan until the Job Placement Plan has been accepted by the VRC.

f. Monthly Job Placement Report.

County will submit the required Monthly Job Placement Report form, beginning with the first, full calendar month of Job Placement Services.

Only the first Monthly Job Placement Report will generate a payment. County will submit an invoice requesting payment with County's submission to the VRC of the first Monthly Job Placement Report.

County will continue to submit the required Monthly Job Placement Reports by the fifth day of each month to the VRC detailing the monthly progress for the Participant up to Placement.

If a Placement is achieved within the first full calendar month of Job Placement Services, County will submit the Monthly Job Placement Report along with the required signed Placement Verification form.

(1) Monthly Job Placement Report Acceptance.

The VRC will accept the Monthly Job Placement Report when the report outlines the details on the monthly progress for the Participant during Job Placement Services.

(2) Monthly Job Placement Report Rejection.

The VRC will reject the Monthly Job Placement Report when the report does not outline the details of monthly progress for the Participant during Job Placement Services. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to the County. County will have 14 days to revise and resubmit the Monthly Placement Report.

g. Placement

County is required to inform the VRC of the Participant obtaining initial Placement within three (3) days of the Participant obtaining CIE.

The VRC, Participant, and County must agree that the Placement is a match for the needs, informed choice, and number of work hours identified in the Referral for the Participant.

County will place the Participant in a competitive, integrated employment setting that meets the Participant's vocational goal as outlined in the Referral, the Job Placement Plan and is approved by the VRC and the Participant.

County will not place Participant's within County's own place of business or Company, nor a Company substantially controlled by County's Company. Additionally, County will not place the Participant within an Oregon Forward facility, formerly known as a Qualified Rehabilitation Facility (QRF).

If the Placement does not meet the vocational goal as stated in the Referral but is acceptable and deemed a good fit by the Participant and VRC, County will update the Job Placement Plan to reflect the new vocational goal. No additional payment will be made to County for updates to the Job Placement Plan.

The Participant will be on the job for three (3) days prior to County submitting the Placement Verification form and requesting an AFP for an initial Placement. County will complete the Placement Verification form for the initial Placement within seven (7) days. County will then submit the required signed Placement Verification form and invoice to VR.

If Placement occurs as a result of On the Job Training, County will not be paid for the Placement until On the Job Training is complete, the Participant is hired, and requirements have been met for Placement. County will not be paid for setting up the On the Job Training as this is considered training and part of the path to Placement.

(1) Additional Placements.

County is required to inform the VRC of the Participant obtaining a second Placement within three (3) days of the Participant obtaining CIE.

When approved by the VRC and a second Placement occurs, the Participant will be on the job for 30 days prior to County submitting the required signed Placement Verification form and requesting an AFP for a second Placement.

An updated Job Placement Plan shall be submitted to the VRC by County. County is to complete the Placement Verification form and request an AFP for the second Placement within seven (7) days of the Participant reaching CIE. County shall then submit the required signed Placement Verification form and invoice to VR.

County is required to inform the VRC of the Participant obtaining a third Placement within three (3) days of the Participant obtaining CIE.

When approved by the VRC and a third Placement occurs, the Participant will be on the job for 30 days prior to County submitting the required signed Placement Verification form and requesting an AFP for a third Placement.

A third Placement is only allowable under extenuating circumstances. No Placements will be paid to County beyond a third Placement.

An updated Job Placement Plan shall be submitted to the VRC by County. County is to complete the Placement Verification form and request an AFP for the third Placement within seven (7) days of the Participant reaching CIE. County shall then submit the required signed Placement Verification form and invoice to VR.

(2) Placement Acceptance by the VRC.

The VRC will accept the Placement when the Participant, VRC and County agree the Placement meets the vocational goal, or the revised vocational goal, as appropriate, and the Placement Verification form is signed. County is required to submit all monthly Placement reports prior to submitting an invoice for the Placement payment. County will submit an invoice requesting payment upon acceptance and signature from the VRC on the Placement Verification form.

(3) Placement Rejection by the VRC.

The VRC will reject the Placement if the Placement does not meet the vocational goal, or the Placement fails for any other reason, the VRC and the Participant will evaluate the reasons for the failed Placement and may request County to attempt an additional Placement. If County agrees to additional Placement, County will be paid according to the additional Placement Agreement guidelines.

(4) Track 2 and Track 3 Cumulative Placements.

Participant's that utilize Track 2 and 3 service levels may require more than one Placement to meet their required work hours as stated in the Referral.

VR will issue payments for Placements incrementally:

- (a) 50% of the total payment is paid for the first Placement.

- (b) A second payment of 50% of the total payment is paid for Placement that reaches the total number of hours agreed upon in the Participant's Referral.
 - (c) In the event one of the prior Placements has ended unexpectedly a third payment of 50% may be authorized by the VRC to achieve the total number of hours required for the Participant in the Referral to reach CIE.
- (5) Pay Stub Submission Requirements at the time of Placement.

County shall submit a copy of the Participants first pay stub within 45 days of Placement date. The submission of the pay stub may be submitted separately from the Placement Verification form and invoice.

If County is unable to obtain a copy of the Participant's pay stub, County will document attempts on the Monthly Job Retention Report.

Payment will not be withheld as long as the pay stub is received or attempts to obtain a pay stub are clearly documented on the Monthly Job Retention Report.

h. Direct Placement.

Direct Placement is the immediate Placement of a Participant into CIE that aligns with the Participants job goal and number of work hours, at any point prior to Referral for Job Placement Services.

The Direct Placement fee will be paid after the Participant has successfully completed 30 days of CIE.

VR will not pay the Direct Placement fee if the Participant's CIE ends before 30 days.

(1) Direct Placement Acceptance.

The VRC will accept the Direct Placement when Participant, VRC and County agree the Direct Placement meets the vocational goal and the Direct Placement Verification form is signed. County will submit an invoice requesting payment upon acceptance and signature from the VRC on the Direct Placement Verification form.

(2) Direct Placement Rejection.

The VRC will reject the Direct Placement if it does not meet the vocational goal of the Participant. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County.

i. Participant Self-Placement.

When a Participant discovers a job lead, applies, interviews, and obtains CIE on their own without assistance from a Job Placement Services County. Self-Placement may occur at the same time as Job Placement Services.

If a Participant's Self-Placement occurs within 45 days of County's acceptance of a Referral for Job Placement Services, County will complete the Job Placement Plan and submit an invoice for payment for the Job Placement Plan to the VRC and Job Placement Services will end.

If the VRC determines Retention Services are needed, the VRC will create a new Referral to County for Retention Only Services. County will submit the required Monthly Retention Report form beginning with the first full calendar month of Retention Only Services.

Only the first Monthly Retention Report will generate a payment. County will submit an invoice requesting payment with County's submission to the VRC of the first Monthly Retention Report.

County will continue to submit the required Monthly Retention Reports by the fifth day of each month to the VRC detailing the monthly progress for the Participant up to Retention.

j. Retention.

Once a Participant's Placement has been successfully obtained Job Placement Services will then move forward to Retention Services. County will submit the Retention Plan to the VRC within 14 days after Placement. County will not receive payment for the Retention Plan when a Placement Plan has been paid.

During the Retention period, County will submit all Monthly Job Retention Reports to the VRC by the fifth day of each month detailing the monthly progress for the Participant. These reports will inform the VRC of the Participant's performance, employer's expectations, and any performance evaluations. No payment to the County will be made for the Monthly Job Retention Reports

County will also submit the required signed Retention Verification form, and the most recent pay stub for the Participant to VR for Retention within seven (7) days once all expectations for the Participant's Retention Services have been met.

Retention is accomplished when the vocational goal and the amount of work hours requested on the Job Retention Plan have been met, and when the Participant, VRC and County agree that the Participant has achieved Job Stability and 90 days of successful CIE.

VR will not pay a Retention fee if Participant's CIE ends before 90 days.

(1) Retention Acceptance.

The VRC will accept the Retention when all expectations for Retention have been met, and the Retention Verification form is signed. County is required to submit all monthly Retention reports prior to submitting an invoice for the

Retention payment. County will submit an invoice requesting payment upon acceptance and signature from the VRC on the Retention Verification form.

(2) **Retention Rejection.**

The VRC will reject the Retention if the expectations for the Participant's Retention have not been met by County. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County.

(3) **Pay Stub Submission Requirements at the time of Retention.**

County shall submit a copy of the Participants most recent pay stub along with the required signed Retention Verification form and invoice, to receive the Retention payment. If County is unable to obtain a copy of the Participant's pay stub, County will document attempts on the Monthly Job Retention Report.

k. Direct Retention Plan.

County will utilize the information provided on the Referral form and by the VRC to assist in preparing the Direct Retention Plan. County will meet with the Participant to discuss optimal workplace environment and conditions for the Participant and how County will implement Direct Retention strategies identified including but not limited to participation expectations, communication, and Direct Retention planning for Direct Retention Services.

The VRC will not authorize additional payments for Direct Retention Plan updates required by County for new or additional strategies needed for the Participant to achieve job stability and 90 days of successful CIE.

(1) **Direct Retention Plan Acceptance.**

County will submit the Direct Retention Plan to the VRC within 14 days of acceptance of a Direct Retention Referral.

The VRC will accept the Direct Retention Plan when the Participant, VRC and County agree the outlined strategies and are sufficient on meeting the Participants needs, and when the Direct Retention Plan has been signed by the Participant, VRC and County. County may submit an invoice for payment upon acceptance of the Direct Retention Plan by the VRC.

(2) **Direct Retention Plan Rejection.**

The VRC will reject the Direct Retention Plan when the outlined strategies are insufficient on meeting the Participants needs. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and resubmit the Direct Retention Plan.

l. Direct Retention.

A referral for Direct Retention Services is allowable only when a Participant has had a Direct Placement.

During the Retention period, County will submit all Monthly Job Retention Reports to the VRC by the fifth day of each month detailing the monthly progress for the Participant. These reports will inform the VRC of the Participants performance, employer's expectations, and any performance evaluations. No payment to the County will be made for the Monthly Job Retention Reports.

Direct Retention is accomplished when the vocational goal and the amount of work hours requested on the Direct Retention Referral have been met, and when the VRC, Participant and County agree that the Participant has achieved Job Stability after 90 days of successful CIE.

County will submit the required signed Direct Retention Verification form and an invoice to the VRC requesting payment for Direct Retention within seven (7) days when all expectations for the Participants Direct Retention have been met.

VR will not pay a Direct Retention fee if Participant's CIE ends before 90 days.

(1) Direct Retention Acceptance.

The VRC will accept the Direct Retention when all expectations for the Participant's Direct Retention have been met, including the submission of all required monthly Direct Retention reports. County will submit an invoice requesting payment upon acceptance and signature from the VRC on the required signed Direct Retention Verification form.

(2) Direct Retention Rejection.

The VRC will reject the Direct Retention if the expectations for the Participant's Direct Retention have not been met by County. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County.

m. Retention Only Plan.

Retention Only Services occur when a Participant is employed at the time of referral to County for Retention Only Services.

County will utilize the information provided on the Referral form and by the VRC to assist in preparing the Retention Only Plan. County will meet with the Participant to discuss optimal workplace environment and conditions for the Participant and how County will implement Retention strategies identified including but not limited to participation expectations, communication, and Retention Planning for Retention Only Services.

The VRC will not authorize additional payments for Retention Only Plan updates required by County for new or additional strategies needed for the Participant to achieve job stability and 90 days of successful CIE.

(1) Retention Only Plan Acceptance.

County will submit the Retention Only Plan to the VRC within 14 days of acceptance of a Retention Only Referral.

The VRC will accept the Retention Only Plan when the Participant, VRC and County agree the outlined strategies and are sufficient on meeting the Participant's needs, and when the Retention Only Plan has been signed by the Participant, VRC and County. County may submit an invoice for payment upon acceptance of the Retention Only Plan by the VRC.

(2) Retention Only Plan Rejection.

The VRC will reject the Retention Only Plan when the outlined strategies are insufficient on meeting the Participant's needs. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and resubmit the Retention Only Plan.

n. Retention Only.

Retention Only Services will be requested of County when the employed Participant needs support to maintain their job and/or are at risk of losing their job.

Retention Only Services provided by County, will consist of working with the Participant and employer, to determine issues, and solutions on the job, to ensure Participant's employment success. It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain CIE. This will be based on Participant's preference of disclosure. Retention has been successfully achieved when the Participant has reached 90 days of successful CIE and Job Stability. Retention is not Job Coaching. Refer to the definition for Job Coaching.

During the Retention period, County will submit all Monthly Job Retention Report forms to the VRC by the fifth day of each month detailing the monthly progress for the Participant. These reports will inform the VRC of the Participant's performance, employer's expectations, and any performance evaluations. No payment to the County will be made for the Monthly Job Retention Reports.

County will also submit the required signed Retention Verification form, and the most recent pay stub for the Participant to VR for Retention within seven (7) days once all expectations for the Participant's Retention Services have been met. Retention is accomplished when the vocational goal and the amount of work hours requested on the Job Retention Plan have been met, and when the Participant, VRC and County agree that the Participant has achieved Job Stability and 90 days of successful CIE.

VR will not pay a Retention fee if Participant's CIE ends before 90 days.

(1) Retention Acceptance.

The VRC will accept the Retention when all expectations for Retention have been met, and the Retention Verification form is signed. County is required to submit all Monthly Job Retention reports prior to submitting an invoice for the Retention payment. County will submit an invoice requesting payment upon acceptance and signature from the VRC on the Retention Verification form.

(2) Retention Rejection.

The VRC will reject the Retention if the expectations for the Participant's Retention have not been met by County, The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County.

(3) Pay Stub Submission Requirements at the time of Retention.

County shall submit a copy of the Participant's most recent pay stub along with the required signed Retention Verification form, and invoice, to receive the Retention payment. If County is unable to obtain a copy of the Participants pay stub, County will document attempts on the Monthly Job Retention Reports.

o. Job Coaching.

Job Coaching will only be provided by prior authorization from the VRC. The VRC will issue an AFP to County prior to the beginning of Job Coaching. The VRC will include specific requirements for the County if needed to individualize Job Coaching Services for the Participant.

In unforeseen circumstances where Job Coaching is needed for a Participant without prior authorization from the VRC, County is required to inform the VRC of this immediately and obtain an AFP by the next available business day from the VRC.

Job Coaching means the direct Services authorized by the Vocational Rehabilitation Counselor and provided to teach the Participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer.

County will develop and deliver to the VRC a written Job Coaching plan using the required Job Coaching Plan form within 14 days of Participant's CIE. The Job Coaching plan must be individualized for the Participant's employment situation and must include:

- An analysis and breakdown of tasks necessary to do the job,
- How the Job Coaching Services will be provided to match the Participant's individual learning style,
- The tools and accommodations needed for Participant's efficiency on the job, and
- A natural support plan, as well as a fading and transition plan.

Upon acceptance of the Job Coaching Plan by the VRC, County will submit a monthly Job Coaching report using the required Monthly Job Coaching Report form by the fifth day of each month and include a clear justified request of any forecasted Job Coaching hours that will need prior authorization.

The Monthly Job Coaching Report will include all successes and challenges within the strategies identified in the Job Coaching Plan, while the Job Coaching support is needed for the participant to be successful.

County shall submit an invoice for completed Job Coaching hours along with the Monthly Job Coaching Report by the fifth day of each month.

The VRC will review the report and if the VRC approves further Job Coaching based on the information provided in the Monthly Job Coaching Report, the VRC will prior issue an AFP to County for further Job Coaching.

(1) Monthly Job Coaching Report Acceptance.

The VRC will accept the Monthly Job Coaching Report when the report outlines the details on the monthly progress for the Participant during Job Coaching Services and includes all successes and challenges within the strategies identified in the Job Coaching Plan. Upon acceptance of the Monthly Job Coaching Report the VRC will prior authorize an AFP to County for the next month of Job Coaching Services.

(2) Monthly Job Coaching Report Rejection.

The VRC will reject the Monthly Job Coaching Report when the report does not outline the details of monthly progress for the Participant during Job Coaching Services and does not include all successes and challenges within the strategies identified in the Job Coaching Plan. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and resubmit the Monthly Job Coaching Report.

p. Coaching in Support of Pre-ETS.

Pre-Employment Transition Services are the earliest set of Services for students with disabilities who are eligible or potentially eligible for VR Services. These Services are designed to be short-term in nature, based off the student's needs, and help students identify their career interests. Eligibility for Pre-ETS, type and duration of Pre-ETS, and Services in support of Pre-ETS may only be authorized by a VRC.

The student must require one-on-one coaching for the duration of the WBLE to qualify for this Service. County will:

- Assist the eligible student with a disability to perform the tasks assigned during WBLE, and if needed and in accordance with an approved IPE, participate in Pre-ETS.
- Coaching as a Program Service is only allowable for WBLE when the student with disabilities is determined eligible by the Program and has a signed IPE with the Program.

County for this Service may not recruit, solicit, or outreach to students, parents, school or community partners. Eligibility for and authorization of this Service may only be completed by an employee of VR by documenting approval in a student's VR file.

County will provide Coaching in Support of Pre-ETS as outlined in the referral and AFP.

County will provide a report at the culmination of the experience using a template provided by the VRC. The report will include at a minimum the students:

- (1) Name
- (2) Date of Birth
- (3) School of Attendance
- (4) Location
- (5) Total Hours
- (6) Schedule
- (7) Skills
- (8) Tasks
- (9) Job Duties
- (10) Type
- (11) Level
- (12) Duration
- (13) Frequency

County will report the challenges for the student, areas of strength for the student and supports (natural, assistive technology, communication systems, etc.) that would make the student more independent in this type of work also need to be addressed in the report.

q. Community Based Work Assessment.

Community Based Work Assessments (CBWA) are tools designed to evaluate the Participant's needs and abilities on a work site. VR expects County to be on the work site to complete this evaluation and to report on their observations. This work site evaluation is included in the flat fee for Community Based Work Assessments. CBWAs will occur only at CIE sites and must be developed as outlined in the agreed upon CBWA plan. CBWA's will not be completed at a business owned or operated by County.

A CBWA will only be provided by County at the request of the VRC upon receipt of a CBWA Referral form. The CBWA will not be provided to Participants that have completed discovery. One CBWA may be done in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval if the Participant has had a discovery completed.

County will attend a Referral meeting with the VRC and Participant to discuss the required outcome of the CBWA, determine what information will be obtained through the CBWA, and identify the Participant's interests and vocational goal, that aligns with the Referral to ensure an appropriate CBWA site is chosen.

Utilizing information obtained within the referral and referral meeting, County will write a plan of how the CBWA will be performed and how the CBWA will be monitored. Using the Community Based Work Assessment Plan, County will clearly describe the desired outcome(s), and how they will be achieved. County will deliver the CBWA plan to the VRC, within 10 days after the Referral meeting.

The CBWA may be completed at more than one CIE site. County will clearly state this in the CBWA Plan for VRC approval.

When the VRC provides written acceptance of the CBWA plan, County will proceed with the CBWA. If the CBWA plan does not adequately describe how outcomes will be achieved, the VRC will request in writing within seven (7) days that County revise the CBWA plan and submit the revised CBWA plan to the VRC for approval within 14 days.

CBWA's must last no more than four (4) weeks and must be a minimum of 20 hours. Under no circumstances will a CBWA exceed 90 hours.

When Participants need additional supports or are unable to complete the basic tasks of the work site without accommodations, a Job Coach can be provided to ensure the successful completion of the CBWA. The VRC and County will determine the extent of the Participant's support needs, and the number of hours appropriate for the Job Coaching. The hours must not duplicate or overlap with the hours County is present to complete the CBWA.

Job Coaching must be justified by the support needs of the Participant. VR will not make payments in addition to the CBWA's flat fee if the Job Coaching is used to show the Participant the essential job tasks and the Participant is then observed and evaluated performing the task. If the Participant learns the task after a brief instruction and then is independent in the task, County will not be paid for additional Job Coaching Services.

A maximum of one (1) CBWA per Participant will be approved by the VRC. A second CBWA may be approved in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

The VRC will authorize a payment for 50% of the CBWA fee, if the Participant completes less than 20 hours of the CBWA, and after the VRC and Participant have agreed to the Placement site.

Upon completion of the Participant's CBWA, County will submit a comprehensive report using the CBWA Report form.

The Participant, VRC and County will conduct a post-CBWA meeting to review County's CBWA Report form.

(1) Community Based Work Assessment Acceptance.

The VRC will accept the CBWA if the CBWA includes all required elements and is of acceptable quality. County will submit an invoice requesting payment upon acceptance from the VRC of the CBWA.

(2) Community Based Work Assessment Rejection.

The VRC will reject the CBWA if it does not include all required elements and is not of acceptable quality. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and resubmit the CBWA report.

r. Targeted Vocational Assessment.

Targeted Vocational Assessment's (TVA) are tools designed to evaluate the Participant's needs and abilities in a work site. County will provide TVAs at the request of the VRC, upon receipt and acceptance of a TVA Referral. The VRC, Participant, and County will conduct a pre-TVA meeting to review County's TVA Referral and discuss the required outcome of the TVA, determine what information will be obtained through the TVA and identify the Participant's specific vocational goal to ensure an appropriate TVA site is chosen.

Utilizing information obtained at the pre-TVA meeting with the VRC and Participant, County will write a description of how the TVA will be performed and monitored using the Targeted Vocational Assessment Report form. County will clearly describe the desired outcome and how it will be achieved. County will deliver the TVA plan to the VRC within 10 days after the pre-TVA meeting.

If the TVA plan does not adequately describe how outcomes will be achieved, the VRC will request in writing within seven (7) days, that County revise the TVA plan, County will have 14 days to revise the TVA Plan and submit to VRC for approval.

When the VRC provides written acceptance of the TVA plan, County will proceed with the TVA.

TVA's will occur only at CIE sites and must be developed to match the Participant's vocational goal as outlined in the agreed upon TVA plan. TVAs will not be completed at a business owned or operated by County.

County is expected to be on the work site with the Participant to complete this evaluation and to report on their observations. TVAs must be 6 to 12 hours in length for each TVA.

A maximum of three (3) TVAs per Participant may be approved by the VRC and each TVA must assess a different question or vocational goal. One (1) exception may be made in extraordinary circumstances based on the VRC's recommendation and VR branch managers approval.

County may provide TVAs to a Participant who completed discovery.

When Participants need additional supports or are unable to complete the basic tasks of the work site without accommodations, Job Coaching by a Job Coach may be provided to ensure the successful completion of the TVA. The VRC and County will determine the extent of the Participant's support needs, and the number of hours appropriate for the Job Coaching. The Job Coaching hours must not duplicate or overlap with the hours County is present to complete the TVA.

If Job Coaching is used to show the Participant the essential job tasks, and the Participant is then observed and evaluated for the TVA, VR will not authorize payment for the Job Coaching in addition to the TVA's flat fee.

Upon completion of the Participant's TVA, County will submit a comprehensive report using the Targeted Vocational Assessment Report form

The VRC, Participant, and County will conduct a post-TVA meeting to review the County's TVA Report form.

If the Participant completes less than six (6) hours of the TVA, after the VRC and Participant have agreed to the TVA site, a 50% payment of the TVA flat fee may be authorized. County must submit a completed TVA Report form.

VR will pay County 50% of the TVA flat fee for any VRC approved, Participant initiated, TVA cancellations.

(1) Targeted Vocational Assessment Acceptance.

The VRC will accept the TVA if all required elements from the referral are met. County will submit an invoice requesting payment upon acceptance from the VRC of the TVA.

(2) Targeted Vocational Assessment Rejection.

The VRC will reject the TVA if all required elements from the referral have not been met. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and submit the TVA Report.

s. Career Exploration.

Career Exploration Services may be utilized, at the request of the VRC, at any time after the Participant has been found eligible for VR Services, and prior to a Referral to County for Job Placement Services.

Career Exploration cannot be used for Participants who have a self-employment goal.

The payment rate for Career Exploration Services provided by County will be negotiated between County and the VRC. The payment rate will be based on fair market value of the Career Exploration Services.

On-the-job Career Exploration Services will occur only at CIE sites and must be developed to match the Participant's vocational interests.

Career Exploration Services provided by County will not be provided at any business that the County owns or operates.

Career Exploration must last no more than eight (8) weeks. Career Exploration will not exceed 40 hours. Additional hours may be approved in extraordinary circumstances based on the VRC's recommendation and VR branch manager's approval.

If the Career Exploration Services are not part of the Participant's strategy for Job Placement Services, County will submit a comprehensive report to the VRC after completion of Career Exploration. County will use the Career Exploration Report form.

(1) Career Exploration Report Acceptance.

The VRC will accept the Career Exploration Report if it includes all required elements and is of acceptable quality. County will submit an invoice requesting payment upon acceptance by the VRC of the Career Exploration Report.

(2) Career Exploration Report Rejection.

The VRC will reject the Career Exploration report if it does not include all required elements and is not of acceptable quality. The VRC will provide the reason(s) for the rejection in writing within seven (7) days to County. County will have 14 days to revise and resubmit the Career Exploration Report.

t. Job Search Assistance.

Job Search Assistance will only be provided by County at the request of the VRC. Job Search Assistance is a short-term Service provided to Participants who are not receiving Job Placement Services and do not anticipate receiving Job Placement Services.

County will develop and deliver to the VRC a Job Search Assistance Plan within 14 days after accepting the referral for Job Search Assistance. The Job Search Assistance Plan must be individualized for the Participant's Job Search Assistance needs and include all requested elements listed in the Referral from the VRC.

Job Search Assistance is limited to 10 hours. A second set of hours, up to 10, may be issued in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

The payment rate for Job Search Assistance will be negotiated between County and the VRC when the Participant is referred to County and will be based on fair market value of the Services.

County will provide an in-depth monthly report utilizing the Monthly Job Search Assistance Report that demonstrates successes and challenges with the strategies identified in the Job Search Assistance Plan.

County will not provide a Portfolio when Job Search Assistance is provided.

(1) Job Search Assistance Acceptance by the VRC.

The VRC will accept Job Search Assistance if all required elements from the Referral are met, and all Monthly Job Search Assistance Reports have been submitted. County will submit an invoice requesting payment upon acceptance by the VRC.

(2) Job Search Assistance Rejection by the VRC.

The VRC will reject the Job Search Assistance if all required elements from the Referral have not been met and the Monthly Job Search Assistance Reports have not been submitted. The VRC will provide the reason(s) for the rejection in writing, within seven (7) days to County. County will have 14 days to revise and resubmit the Job Search Assistance Report.

(3) Job Search Assistance topics shall include:

- (a) An analysis and breakdown of tasks necessary for Job Search Assistance,
- (b) How the Job Search Assistance Services will be provided to match the Participant's individual learning style, and
- (c) The tools and accommodations needed for Participant's efficiency during Job Search.

(4) Job Search Assistance may include:

- (a) Interview assistance,
- (b) Interview debriefing,
- (c) Introduction to local workforce and community partners and other career development activities,
- (d) Training on and selection of appropriate interview and or work clothing,
- (e) Selection of appropriate equipment needed for employment such as commercial grade tools,
- (f) Support in arranging accommodation needs or equipment for interviews,
- (g) Specific travel planning to attend a scheduled interview,
- (h) Online applications, or
- (i) Video resume'.

5. Standardized Forms.

County will use the forms created by Vocational Rehabilitation that are made available on the VR website to perform the Work. VR may periodically update the forms to meet programmatic requirements.

<https://www.oregon.gov/dhs/EMPLOYMENT/VR/Pages/Providers-Partners.aspx>

VR's standardized forms include the following:

- a. Referral
- b. Job Placement Plan
- c. Job Retention Plan
- d. Placement and Retention Verification form

- e. Monthly Job Placement Report
- f. Monthly Job Retention Report
- g. Direct Retention Plan
- h. Direct Placement and Retention Verification form
- i. Job Coaching Plan
- j. Monthly Job Coaching Report
- k. Job Search Assistance Plan
- l. Monthly Job Search Assistance Report
- m. Coaching in Support of Pre-ETS
- n. CBWA Referral form
- o. CBWA Plan
- p. CBWA Report form
- q. TVA Referral
- r. TVA Plan
- s. TVA Report form

County created forms:

- t. Portfolio
- u. Career Exploration

6. County Requirements.

a. Minimum Qualifications.

County will ensure all County's employees and VR approved Subcontractors must meet the minimum qualifications for providing Job Placement Services.

Documentation that employees meet the minimum qualifications must be maintained in the County's personnel files for all employee's working under the Agreement and submitted to VR Contracts prior to Job Placement Services being provided.

(1) Track 1.

County, County's employees, and VR approved Subcontractors must show proof to VR Contracts that they have met and completed the following trainings in order to be eligible to Work with Track 1 VR Participants:

- (a) Job Placement Services Contract Training (JPSCT)
- (b) 12 Core Competencies (CCs) modules:
 - ODHS – DD / EP101 - Introduction to Supported Employment
 - ODHS – DD / EP102 - Discovery and Career Planning
 - ODHS – DD / EP103 - Marketing and Job Development

ODHS – DD / EP104 - Workplace and Job Analysis
ODHS – DD / EP105 - Job Coaching: Task, Design and Training
ODHS – DD / EP106 - Job Coaching: Support Strategies
ODHS – DD / EP107 - Job Coaching: Natural Supports
ODHS – DD / EP108 - Managing Benefits
ODHS – DD / EP109 - Systems Partners and Resources
ODHS – DD / EP110 - Transition from School to Work
ODHS – DD / EP111 - Organizational Change
ODHS – DD / EP112 - Self-Employment

(2) Track 2 and Track 3.

To be eligible to Work with Track 2 and Track 3 VR Participants, County, County's employees, and VR approved Subcontractors must show VR Contracts proof that they possess one of the following:

- (a) Six (6) months of prior experience working as a Job Coach or Developer,
- (b) A bachelor's degree in Rehabilitation Counseling or Special Education,
- (c) One (1) year of documented experience working with individuals with disabilities,
- (d) Certified Employment Supported Professional (CESP) certificate,
- (e) Completion of the Association of People Supporting Employment First (APSE) collaborative training,
- (f) Association of Community Rehabilitation Educators (ACRE) training certificate, or
- (g) One (1) year of human-services related experience, such as economical disadvantages, employment, abuse and neglect, substance abuse, aging, disabilities, prevention, health, cultural competencies, or housing.

County is in non-compliance when County, County's employees or VR approved Subcontractor's do not meet the minimum qualifications and provide proof of the above requirements. This could result in Default or a Stop-Work Order applicable to Exhibit B "Standard Terms and Conditions", Section 32 "Contractor's Failure to Perform".

b. Insurance Requirements.

County shall secure and demonstrate to VR, current proof of all required insurances throughout the duration of this Agreement. The minimum insurance requirements can be found in Exhibit C.

(1) County Documentation Responsibility.

It is County's full responsibility to do their own due diligence in tracking expiration dates and submitting any new or updated insurance documents to VR Contracts before any expiration dates that would cause a lapse and non-compliance of the Agreement.

Failure to provide current proof of insurance, for any of the required insurances stated in Exhibit C throughout the duration of this Agreement to VR.ContractInquiries@odhsoha.oregon.gov may result in non-compliance of the Agreement with ODHS.

c. Continuing Education Units (CEUs).

County, County's employees, and VR approved Subcontractors providing Services under this Agreement must complete a minimum of 12 credit hours of ODHS approved CEUs that relate to Job Placement Services throughout the duration of each 12-month calendar year (January 1 through December 31) to maintain skills and competencies.

For new employees hired within the calendar year, the CEUs will be prorated at one (1) credit hour per month during the first year, and then a minimum of 12 credits per full calendar year thereafter. Proof of completion of these CEUs are required to be submitted to VR Contracts at VR.ContractInquiries@odhsoha.oregon.gov by the end of each calendar year for credit towards this requirement.

If a County is unsure if a particular training will satisfy the CEU requirements of this Agreement, inquiries can be sent to VR.ContractInquiries@odhsoha.oregon.gov.

When submitting proof of completion to VR Contracts, the proof must be shown in Certificate form from a trainer or delegate of the training, stating the name of both the employee who attended the training and the name of the training, date(s) the training was administered, and total number of CEU hours accrued.

Failure to provide yearly proof that each County, County's employee, and Subcontractors meet this requirement may result in non-compliance of the Agreement with ODHS.

Attachment #2

1. Payment Provisions.

- a.** As consideration for the Services provided by County during the period specified in **Section 1., Effective Date and Duration**, of this Agreement, ODHS will pay to County, a maximum not-to-exceed amount as specified in **Section 3., Consideration** of this Agreement, to be paid as follows:
 - (1) County's costs associated with providing the Job Placement Services under this Agreement are the responsibility of County.
 - (2) Achieved milestone payments and additional Services payments are the only payments ODHS will make for Job Placement Services.
 - (3) ODHS will not pay a County twice for an individual Service to more than one entity. This is considered double-dipping and is not allowed.

2. County Invoice.

- b.** County shall send all invoices to VR at the address listed on the AFP, to the VR office General Email box, or hand deliver in person.
- c.** County shall submit one invoice per AFP number.
- d.** County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- e.** County's costs associated with providing the Job Placement Services under this Agreement are the responsibility of County. Achieved Milestone Payments and Additional Services Payments are the only payments ODHS will make for Job Placement Services.
- f.** County shall include and clearly state the following information on each invoice:
 - (1) County name and address.
 - (2) Participant name.
 - (3) Dates of Service.
 - (4) Name of Service.
 - (5) Total payment amount.
 - (6) Job Placement Services Agreement number.An AFP number is recommended, but not required.
- g.** ODHS will make the achieved milestone payments to County based on VRs accepted and approved invoices according to the schedules below:

Achieved Milestone Payments:

Job Placement Services	Payment Amount
Referral	\$100.00
Portfolio	\$200.00
Job Placement Plan	\$500.00
Direct Retention Plan	\$500.00
Retention Only Plan	\$500.00
Monthly Job Placement Report	\$500.00
Placement	Track 1 = \$1,250.00 Track 2 = \$1,500.00 Track 3 = \$2,000.00 Direct = \$1,500.00
Retention	Track 1 = \$2,000.00 Track 2 = \$2,500.00 Track 3 = \$3,000.00 Direct = \$2,500.00
Job Coaching	Track 1 = \$40.00 per hour Track 2 = \$45.00 per hour Track 3 = \$60.00 per hour Direct = \$45.00 per hour Beginning on the effective date of this amendment, Coaching in Support of Pre-ETS = \$45.00 per hour
Community Based Work Assessment	Flat Fee = \$1,250.00
Targeted Vocational Assessment	Flat Fee = \$600.00 per occurrence
Career Exploration	To Be Negotiated
Job Search Assistance	To Be Negotiated

- 3. Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.