

July 13, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1 increasing funding, extending the duration, and updating program language to a Revenue Intergovernmental Agreement with the Oregon Department of Human Services for the Job Opportunity and Basic Skills program. Anticipated amendment value is \$1,449,243.48 for 2 years. Agreement value is now increased to \$2,599,794.23 for 4 years. Funding through Oregon Department of Human Services. No County General Funds are involved.

Previous Board Action/Review	BCC Approval: 7/1/21 BCC Issues: 7/11/23		
Performance Clackamas	1. Ensure safe, healthy, and secure communities 2. Grow a vibrant economy		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jennifer Harvey	Contact Phone	503-867-7500

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of Amendment #01 to thewith the Oregon Department of Human Services (ODHS) for the Jobs Opportunity & Basic Skills (JOBS) Program. CFCC Workforce is responsible for the management of ODHS-referred clientele. The JOBS Program provides comprehensive stabilization, well-being, education and training, and job readiness supports. Last year the program served 314 individuals. 94 families received support in navigating mental health and substance use recovery services, and 222 residents obtained employment.

Amendment #1 adds \$1,449,243.48 for a total award value of \$2,599,794.23 for services from July 1, 2021, through June 30, 2025.

RECOMMENDATION: Staff recommends the Board approve this amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook

Director of Health, Housing, and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677

Clackamas.us/h3s





Agreement Number 169358

**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 **1** to Agreement Number **169358** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**,” and

**Clackamas County
Acting by and through its Health, Housing and Human Services,
Children, Family & Community Connections Division
112 11th Street
Oregon City, OR 97045
Attention: Jennifer Harvey
Cell: 503-867-7500
Telephone: 503-655-8843
Fax: 503-655-8841
E-mail address: jharvey@clackamas.us**

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

1. This amendment shall become effective on the later of: (I) **June 30, 2023** provided it is (i) approved in writing by the Oregon Department of Justice on or before such date, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties’ signatures; or (II) the date this amendment is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties’ signatures.
2. The Agreement is hereby amended as follows:
 - a. **ODHS Agreement Administrator Email Address**, to read as follows: Deleted language is ~~struck through~~, and new language is **theresa.w.pruett@odhs.oregon.gov**.
~~theresa.w.pruett@state.or.us~~

- b. **Section 1. “Effective Date and Duration”**, to read as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

This Agreement , when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by Department of Justice or on July 1, 2021, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2023~~ **June 30, 2025**. 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.

- c. **Section 3. “Consideration,” Subsection a. only**, to read as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$1,150,550.75~~ **\$2,599,794.23**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- d. **Section 5. “The Agreement representatives for this Agreement shall be as follows:” Subsection a. only**, is hereby deleted in its entirety and restated with the following.

- a. ODHS:

Agreement Administrator: Theresa Pruett
.....315 Beaver Creek Road
.....Oregon City, OR 97045
Phone: 503-422-2216
E-mail:theresa.w.pruett@odhs.oregon.gov
SSP Program Manager:..... Cristina Gonzales-Perry, 971-673-7340,
cristina.gonzales-perry@odhs.oregon.gov

- e. **For services provided on and after July 1, 2023, Exhibit A, “Definitions”** is hereby superseded and restated in its entirety, as set forth in **“Exhibit A”, “Definitions”** attached hereto and incorporated herein by this reference.”
- f. **For services provided on and after July 1, 2023, Exhibit B, Part 1, “Work Requirements and Standards”** is hereby superseded and restated in its entirety, as set forth in **Exhibit B, Part 1, “Work Requirements and Standards”** attached hereto and incorporated herein by this reference.
- g. **For services provided on and after July 1, 2023, Exhibit B, Part 2, “JOBS Services”** is hereby superseded and restated in its entirety, as set forth in **Exhibit B, Part 2, “JOBS Services”** attached hereto and incorporated herein by this reference.
- h. **For services provided on and after July 1, 2023, Exhibit C, “Payments and Financial Requirements”** is hereby superseded and restated in its entirety, as set

forth in **Exhibit C, “Payments and Financial Requirements”** attached hereto and incorporated herein by this reference.

- i. **For services provided on and after July 1, 2023, Exhibit D, “Outcome Measures and Performance Deliverables”** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, “Outcome Measures and Performance Deliverables”** attached hereto and incorporated herein by this reference.
- j. **For services provided on and after July 1, 2023, Exhibit E, “Budget Summary”** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, “Budget Summary”** attached hereto and incorporated herein by this reference.
- k. **Exhibit G, “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

- l. **For services provided on and after July 1, 2023, Exhibit H, “Subcontractor Insurance Requirements”** is hereby superseded and restated in its entirety, as set forth in **Exhibit H, “Subcontractor Insurance Requirements”** attached hereto and incorporated herein by this reference.
 - m. **For services provided on and after July 1, 2023, Exhibit K, “JOBS Business Plan Sample Template”** is hereby superseded and restated in its entirety, as set forth in **Exhibit K, “JOBS Business Plan Sample Template”** attached hereto and incorporated herein by this reference.
 - n. **For services provided on and after July 1, 2023, Exhibit L, “Privacy and Security Agreement”** is hereby added, as set forth in **Exhibit L, “Privacy and Security Agreement”** attached hereto and incorporated herein by this reference.
 - o. **For services provided on and after July 1, 2023, Exhibit L-1, “Third Party Information System Access Request (Form MSC 0785)”** is hereby added, as set forth in **Exhibit L-1, “T Third Party Information System Access Request (Form MSC 0785)”** attached hereto and incorporated herein by this reference.
3. 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.
4. **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. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;

- b.** The information shown in Section .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.

5. **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): Clackamas County

Street address: 2051 Kaen Rd

City, state, zip code: Oregon City, OR 97045

Email address: jharvey@clackamas.us

Telephone: (503) 867-7500 Fax: ()

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: self-insured

Policy #: _____ Expiration Date: _____

6. Signatures.

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

**Clackamas County
Acting by and through its Health, Housing and Human Services,
Children, Family & Community Connections Division
By:**

_____	_____
Authorized Signature	Tootie Smith
Clackamas County Board Chair	_____
_____	_____
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:

Approved via email by Jeffrey J. Wahl, Attorney-in-Charge	05/30/2023
Oregon Department of Justice	Date

EXHIBIT A

Definitions

Some of the following defined terms may not appear in this Agreement but are applicable to the JOBS Business Plan between the District receiving the JOBS Services and the County providing the JOBS Services as described in Exhibit B Part 1 and Part 2.

1. “Administrative Cost” means the cost category for administrative functions both directly and indirectly associated with all JOBS Services provided under this Agreement. Administrative Costs can include personnel and non-personnel costs. Administrative functions include: general accounting, coordination, budgeting, financial; audits, reviews, incident reports, property management, personnel and payroll; and information systems costs related to the administrative functions.
2. “Back-up” means County staff who fill in behind other County staff who are not available due to absences, such as illness, vacation, personal business, off-site meetings or other work duties, to provide services.
3. “Case Plan” means a Personal Development Plan developed with the Participant that includes activities that will support the Participant in meeting their employment and self-sufficiency goals.
4. “Deliverables” means the outcomes required to be delivered by the County under this Agreement.
5. “District” means the geographical service area designated by ODHS as outlined in Attachment 1 to this Agreement.
6. “District Leadership” means the District Manager, SSP Program Manager(s), Agreement Administrator(s), and other designated staff who make decisions on local JOBS Service delivery.
7. “ERDC” means the Employment-Related Day Care program administered by ODHS to subsidize child care costs for low-income working families.
8. “Family Coach” means ODHS staff who assist families in the planning, coordination, monitoring and evaluation of JOBS Services for an individual with emphasis on quality, effectiveness, and continuity of those JOBS Services.
9. “Full-time equivalent” or “FTE” means a unit of measure that indicates the workload of an employed person in a way that makes workloads comparable across various contexts. FTE is often used to measure a worker’s involvement in a project, or as a standard of measure for all workloads comparable across various types of services provided. An FTE of 1.0 means that the person is equivalent to a full-time worker, while a .50 FTE signals that the worker is only half-time.
10. “JAG” means JOBS Activity Guideline. The JAG is a guide for ODHS staff and County staff regarding JOBS Services or activities. The JAG is located at the following website: <http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs>

11. “Job Placement” means the placement of a Participant in unsubsidized full or part-time employment, which resulted from the JOBS Services provided to Participant by County during the three calendar months prior to the employment. A placement must conform to criteria set and validated by ODHS.
12. “Job Placements - Benchmark Placements” means unsubsidized employment of at least 30 hours per week in which the hourly wage is a predetermined ratio applied to the minimum wage at the employment site. The ratio to determine the benchmark placement is \$1.248649 to \$1.
13. “JOBS” means the Job Opportunity and Basic Skills program which is an employment and training program for Participants in TANF.
14. “JOBS Business Plan” means a document maintained by ODHS and the County to specify the JOBS Services to be performed by County and used for Agreement Administration and the monitoring of performance by District Leadership. The JOBS Business Plan is revised as required to serve the needs of ODHS and the Participants in the JOBS program.
15. “JOBS Services” mean all services performed by County in accordance with Exhibit B, Parts 1 and 2, of this Agreement and with the Self-Sufficiency Program’s JOBS activities outlined in the JOBS Activity Guidelines, which is located at the following website: <http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs> .
16. “JOI” or “JOBS Outcome Indicators” means ODHS’ electronic system for Counties to receive referrals and report outcome indicators for the Self-Sufficiency JOBS program.
17. “MOE” means maintenance of effort. Funding for the JOBS Services may include State Funds that a state is required to contribute to its TANF program. MOE funds under this Agreement are fully dedicated towards meeting the state MOE requirement and cannot be used as matching dollars for another program or purpose, unless approved by ODHS in writing.
18. “Non-TANF Families” means families who are not receiving TANF cash assistance but are eligible for JOBS Support Service payments provided by a JOBS County because they meet the following eligibility criteria as verified or determined by ODHS staff: Not currently receiving TANF; include a parent or caretaker relative living with a dependent child under the age 18; have income at or below 250% of the Federal Poverty Level (FPL), and meet the citizenship or noncitizen eligibility for the TANF program.
19. “Number of Services Provided” means the number of allowable, funded, contracted JOBS Service activities to TANF person participating at least half an hour in one given month.
20. “OPEN” or “Oregon Programs Eligibility Notebook” means the ODHS manual that outlines the rules, policies and procedures for the deliverance of Self-Sufficiency programs administered through ODHS. The manual is located at the following website: <https://sharesystems.dhsoha.state.or.us/DHSForms/Served/de2818.pdf>
21. “Participant” means a TANF person referred to County for the JOBS Services.
22. “Personal Development Plan” has the meaning described in Section 3 “Case Plan” above.

23. “Program Costs” means costs attributed to the JOBS Services provided directly to Participants. This includes County’s personnel costs for staff FTE providing the JOBS Services, supplies, equipment, space, materials, and other allowable expenses associated with these staff FTE.
24. “Service Location” means the ODHS branch or address where the JOBS Services are provided.
25. “SNAP” means the Supplemental Nutrition Assistance Program which is a federal program that offers food benefits for low-income families and individuals.
26. “SSP” means the Self-Sufficiency Programs, which include TANF, TA-DVS, SNAP, and ERDC.
27. “Staffing” means the action of meeting with ODHS and County staff, and JOBS Participants, for the purpose of reviewing Case Plan progress and working together on next Case Plan steps.
28. “Support Services Guide” The Support Services Guide is a guide for ODHS staff and County staff regarding JOBS Support Service payments. The Support Services Guide is located at the following website:
<http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs>
29. “Support Service payments” mean payments available to Participants, as determined eligible by ODHS. ODHS may approve Counties to make Support Service payments as indicated in the Business Plan. Eligible payment types are defined in Oregon Administrative Rule found on the following website:
<https://apps.state.or.us/cf1/caf/arm/B/461-190-0211.htm>
30. "TA-DVS" means Temporary Assistance for Domestic Violence Survivors, a federally funded ODHS program offered by SSP for families who are experiencing domestic violence.
31. “TANF” means Temporary Assistance for Needy Families, a federally funded and ODHS’ supported program which provides cash benefits to one- and two-parent low-income families.
32. “TANF Leavers” means Participants or families who were receiving TANF benefits and services, are no longer eligible for TANF cash assistance, but are still eligible for JOBS contracted services and/or Support Service payments issued by a JOBS County. TANF Leavers must meet the following criteria to be eligible for JOBS contracted services: Not currently receiving TANF; include a parent or caretaker relative living with a dependent child under the age 18; meet the TANF citizenship or noncitizen eligibility and have income at or below 250% of the Federal Poverty Level (FPL).
33. “Teen Parent” means, for the purpose of selecting JOBS program Service options, parenting teens (19 years of age and under) who do not have a high school diploma or GED.
34. “TRACS” or “Transition, Referral, and Client Self-Sufficiency” means ODHS’ electronic case management system for the Self-Sufficiency program.

- 35.** “YEP” or “Youth Employment Program” means services for TANF youth (including teen parents and young parents ages 16-24, and TANF non-parenting teens ages 16-18). Services include job readiness activities and short-term subsidized employment placements.

EXHIBIT B

Part 1

Work Requirements and Standards

1. Introduction.

This Exhibit B Part 1 defines the work requirements and standards for the JOBS Services that County will provide to TANF-related teen and adult Participants who are within the County's District and are referred to County by ODHS.

2. Work.

a. County shall provide JOBS Services, as described in this Agreement, as specified in any JOBS Business Plan agreed upon between the parties, in support of ODHS' Office of Self-Sufficiency Programs. This Agreement establishes a process for ODHS, District Leadership, and County to collaborate on the provision of the JOBS Services identified in the JOBS Business Plan to achieve the outcomes desired by the parties.

b. County shall conduct the JOBS Services in accordance with this Exhibit B Part 1; the JOBS Services in Exhibit B Part 2; and the executed JOBS Business Plan. County shall meet the performance standards described in Exhibit D Performance Deliverables. County shall perform the JOBS Services within the budget and service periods described in the Budget Summary (Exhibit E) and the JOBS Business Plan.

c. The JOBS Business Plan specifies the Work to be performed or services to be delivered by the County for the County's District and the TANF Participants served by the County. The terms and conditions set forth in this Agreement that are applicable to the work or services specified in the JOBS Business Plan shall be incorporated into the JOBS Business Plan by this reference. County agrees to perform the work or deliver the services in accordance with this Agreement and the JOBS Business Plan.

d. County's JOBS Business Plan shall be substantially the same as the form in Exhibit K. The JOBS Business Plan may be updated or revised by ODHS, the District Leadership, and the County as needed for the ongoing performance, planning and monitoring of the JOBS Services. The JOBS Business Plan will be tracked by the Service Period (effective date through end date) and shall be in effect until the signature date of a revision or the expiration date of this Agreement.

3. The JOBS Business Plan shall be subject to the terms, conditions and provisions of this Agreement and any amendments to this Agreement.

a. JOBS Service Delivery and Access to Services

(1) County shall ensure the JOBS Services are provided during the business hours of 8:00 a.m. to 5:00 p.m. and during extended hours of operation, as agreed upon locally by ODHS and County.

- (2) County shall ensure the JOBS Services and necessary staff coverage are available 52 weeks a year, which requires plans to ensure Back-up Staff are available.
- (3) County shall provide all JOBS Services in a manner consistent with JOBS program guidelines outlined in the Oregon Programs Eligibility Notebook (OPEN), Engagement in the JOBS Program section, and related Oregon Administrative Rules located respectively at:
<https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/de2818.pdf>
<https://sharedsystems.dhsoha.state.or.us/caf/arm/A/461-001-0025.htm>
<https://sharedsystems.dhsoha.state.or.us/caf/arm/B/461-190-0211.htm>
<https://sharedsystems.dhsoha.state.or.us/caf/arm/B/461-190-0151.htm>
<https://sharedsystems.dhsoha.state.or.us/caf/arm/B/461-190-0163.htm>
<https://apps.state.or.us/cf1/caf/arm/B/461-190-0171.htm>
- (4) County shall provide the JOBS Services to ODHS referred Participants within the counties in the District (Service Counties), as defined by ODHS.
- (5) Based on the Participant's Personal Development Plan (PDP), each Participant shall be provided the opportunity to participate in JOBS Services. County shall provide the JOBS Services in an individualized manner for the number of hours that support the PDP.
- (6) County shall provide the JOBS Services and materials in alternative languages, when required by ODHS' Self-Sufficiency Program (SSP) standards.
- (7) County shall structure all JOBS Services, and the components related to the County's delivery of the JOBS Services, to support effective and efficient movement of Participants to family stability and self-sufficiency.
- (8) County shall consult with the District and Self-Sufficiency Program Managers to make decisions that impact the delivery of the JOBS Services and the costs associated with delivery of JOBS Services and that reflect the JOBS Business Plan.
- (9) County shall coordinate with the local service providers, community service organizations, and social service agencies, and with ODHS, District Leadership, Family Coaches, and other ODHS staff to provide the District's overall JOBS program network and structure.
- (10) County shall work with the Agreement Administrator to plan and monitor the Agreement. ODHS' District and Self-Sufficiency Program Managers shall retain final approval of the level of the JOBS Services to be provided and will establish the amount of the District JOBS budget for the Agreement period.
- (11) County shall be prepared to provide JOBS Services to Participants with special characteristics or special needs.

- (12) County shall provide JOBS Services to all eligible Participants, except when the Participant presents or creates undue safety risks to the County's staff or other program Participants; or repeatedly creates undue disruption in the provision of the JOBS Services to other Participants. County shall report such incidents to the responsible ODHS Family Coach and shall consult with ODHS to identify options for the Participant and actions to take.

b. Collaboration with Community and Workforce Partners.

- (1) County shall develop, foster, and participate in productive relationships with community and workforce partners to identify and expand options that support the Participants' PDPs and otherwise enhance the provision of the JOBS Services under this Agreement.
- (2) County shall ensure that services provided by another funding source that are available to the Participants are not duplicated by the JOBS Services provided under this Agreement.

4. JOBS Service Data Entry and Participant Tracking Requirements.

a. JOBS Service Data Entry.

- (1) County and subcontractors shall maintain service delivery and progress data that utilizes ODHS' Participant coding nomenclature.
- (2) The performance measures, data criteria, and report format, shall be determined by ODHS.
- (3) County shall report to ODHS the number of JOBS Services provided at least once a month.
- (4) County shall include the number of JOBS Services provided on County's monthly invoice sent to the ODHS Agreement Administrator.

b. Participant Tracking and Reporting.

- (1) County shall maintain documentation of the following Participant information for all JOBS Services provided.
 - (a) Services provided to Participant,
 - (b) Participant progress, and
 - (c) Actual attendance of Participant.
- (2) ODHS' Tracking System.
 - (a) County and subcontractor's JOBS Service provider staff shall enter and maintain timely and accurate Participant and JOBS Service delivery data in the ODHS tracking system.
 - (b) County is responsible for efficient and proficient documentation of Participant information and JOBS Service delivery data.
 - (c) County shall furnish directly, or through subcontractors, sufficient personnel to ensure timely and accurate reporting of data. These

personnel shall have an effective working knowledge of, and skill level with, the automated tracking system, and the manual and written directives that support the system.

(d) County and subcontractors shall meet the timelines for input agreed upon by ODHS and County.

(3) County and subcontractor shall individually apply for and obtain ODHS' authorization to access the relevant ODHS computer systems. Failure to obtain and maintain such authorizations shall result in the County and subcontractor being out of compliance with the provisions of this Agreement.

c. Monthly Service and Progress Meetings.

County shall meet at least once a month with ODHS-assigned staff to report the JOBS Services completed and Participant progress. These monthly meetings may be in person, by teleconference, or online platform.

5. Administrative Requirements.

a. County shall meet all legal and agreement requirements for the administration of this Agreement and the provision of the JOBS Services.

b. County shall use a financial management system to provide accurate, current and complete disclosure of the financial results of each JOBS Service in accordance with the reporting requirements in this Agreement.

c. County's financial records must adequately identify the source and application of the expended funds. These financial records must contain information pertaining to the Agreement consideration for each JOBS Service period, such as authorizations, obligations, un-obligated balances, assets, outlays, income and interest.

d. County shall maintain separate accounting of Agreement income, expenditures and cash balances resulting from this Agreement and any other Agreement between the County and ODHS, or any other source.

e. County shall have effective control over and accountability for all funds, property and other assets related to this Agreement. County shall adequately safeguard all such funding, property and other assets and assure they are used solely for authorized JOBS program services.

f. County shall maintain line-item financial worksheets comparing expenditure outlays to budgeted amounts for all JOBS program and Administrative Costs of the JOBS Services. Whenever appropriate, County's financial information should be related to Agreement Deliverables and cost per unit data.

g. County shall ensure that all County projects for the provision of JOBS Services comply with auditing and monitoring requirements described in Section 6 below.

h. County shall submit to ODHS, County's audit reports and responses that result in audit findings within 30 days of the issuance of County's response to the audit findings.

- i. County is responsible for meeting the Performance Deliverables described in this Agreement.

6. Agreement Records, Monitoring and Audits.

- a. County shall maintain any records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and any duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, Participant attendance documentation or verification and writings of County that in the auditors or ODHS' opinion are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, Participant attendance documentation and records, computer files and writings for a period of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- b. County shall respond to audit requests for retained documentation such as fiscal records, books, documents, papers, plans, Participant attendance documentation and records, computer files and writings within two business days, unless additional time is specified by requestor.
- c. ODHS, or its representative, may perform such program analysis, research, data collection, evaluations, monitoring, and auditing activities, including the making of copies and excerpts, which ODHS, in its sole discretion, may determine are pertinent to the Agreement. ODHS, or its representative, may (but is not required to) provide written notice in advance of research, data collection, evaluation, monitoring, or auditing activities onsite. County shall cooperate fully with all such program analysis, research, data collection, evaluation, monitoring, and auditing, and shall permit prompt access to all records and to staff of the County or any subcontractor. The State of Oregon and any federal County having an interest in the subject of this Agreement shall have the same rights as conferred upon ODHS under this subsection. ODHS has the right to access and obtain certified copies of original records from the County's files.
- d. Failure by County to cooperate and participate in program analysis, program service adjustments, research, data collection, evaluations, monitoring, or auditing may result in withholding of funding, or at the discretion of ODHS, termination of this Agreement.
- e. In the event the federal government, Oregon Secretary of State's Office or ODHS finds the County has not followed the applicable federal regulations or has failed to meet its obligations under the Agreement, ODHS may commence such remedial action as it reasonably believes is appropriate, including termination of this Agreement.
- f. Any program analysis, research, data collection, monitoring, evaluations, or audits are solely for the benefit of ODHS and not for the benefit of County. County may

not rely on any absence of monitoring, evaluation, or audits, or the presence or absence of any informal comment regarding County's performance as a basis for failing to comply with its duties under this Agreement. All official reports and observations pertaining to County's performance shall be in writing and shall be signed by ODHS' District Self-Sufficiency Program Manager.

7. Corrective Action, Technical Assistance and Remedies.

- a.** If the County is unable to fulfill the requirements of JOBS Service delivery, and JOBS Service requirements and standards as described in this Agreement, or as agreed upon in the JOBS Business Plan, ODHS will advise County in writing of performance pertaining to the quality and quantity of JOBS Services. A corrective action plan will be jointly developed by the County and ODHS which will include a technical assistance period and an overall time frame within which County must take action(s) to remedy the JOBS Services and performance. The actions must be shown to have affected the desired result of meeting requirements relating to the agreed upon quality and quantity of JOBS Services. Performance progress and status will be assessed every six months.
- b.** County shall, unless an emergency situation exists requiring immediate response, respond within ten days to ODHS in writing notifying ODHS of the action(s) to be taken by County and the time frame within which County shall take the corrective action(s). Failure by County to respond to the written notice from ODHS and fulfill the agreed upon action(s) within ODHS's required time frame, may result in termination of this Agreement.
- c.** Should ODHS refer fewer Participants to the County than County is required to serve under the Performance Deliverables set out in Exhibit D, ODHS will adjust the required performance expectations and the related budget accordingly.

EXHIBIT B

Part 2 JOBS Services

1. For purposes of this Agreement and the JOBS Business Plan, the JOBS Services to be provided by the County, when identified in the JOBS Business Plan, are described below. The JOBS Services provided by the County are dependent on the needs of each Participant and JOBS Business Plan.

- a. **Participant Engagement Coordination.**

County shall connect with the Participant to identify and plan customized and individualized steps to achieve family goals. Participant Engagement Coordination services include the following:

- (1) Participant navigation and information and referral for JOBS service resources.
- (2) Provision of information about Participants' progress, helping to identify causes for engagement issues and assisting ODHS and Participants to find solutions that will encourage and support success for the Participants.
- (3) County staff coordinate with ODHS Family Coaches regarding services, case planning, address barriers, support service payment needs, offer wrap-around services, etc.
- (4) County staff coordinate with other ODHS contracted partners and/or community resources to coordinate services, offer wrap-around services, address barriers, etc. as appropriate.
- (5) Contacting Participants through telephone, voice mail, written notices, virtual services, and other electronic means as needed to result in engagement.
- (6) Narrating engagement in TRACS (Access Agreement and individual user profiles required).

- b. **Attendance tracking and Records Retention.**

County shall record data and provide ODHS with information about Participant activities and progress. Data Tracking and Case Assistance services include the following:

- (1) Responding to audit requests from ODHS Quality Control, ODHS Quality Assurance, Oregon Secretary of State, or ODHS Central Office staff within two business days, unless otherwise specified. Audit requests may be regarding participant attendance documentation, finance, Agreement evaluation, or other information as requested by ODHS.
- (2) Maintaining records according to the Oregon Work Verification Plan as outlined in the JOBS Activity Guidelines (JAG) found on the TANF JOBS

Staff Tools Page:

<http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs>

(3) Monitoring attendance.

c. Meetings and Staffings.

(1) Attend statewide, District or region, Employment and Training Summits, meetings, or trainings.

(2) County's staff that provide management, supervision and direct services shall meet with District Leadership, regarding performance outcomes and cost review.

(3) Attend meetings and Participant staffing as necessary for the management, provision of service, and regarding Participant engagement on an agreed upon time.

(4) District Employment & Training Steering Committee or District wide E&T meeting.

d. Continuum of Services for TANF Leavers.

Information, referral, and service triage coordinated with Family Coaches and SNAP Employment, or both, and Training Navigator as Participants exit TANF.

(1) Referral to SNAP Training and Employment Program (STEP) services.

(2) Wrap-around services referrals, thoughtful of TANF closure and services available after TANF closes.

e. JOBS Service by Service Category.

(1) Stability Service Category

(a) **Child Activities (CH)** - Activity that enables Participants to gain skills to successfully parent, balance work and family, and contribute to the wellbeing and health of the child. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Locating Counseling services for children
- ii. Assistance in scheduling, advocating, and attending ongoing medical or mental health appointments for children
- iii. Finding and enrolling in parenting education classes
- iv. Offering parenting classes in house
- v. Provide education around child development
- vi. Find support groups for children, parents and families
- vii. Independent/group mentoring and support programs
- viii. Assist Participants to seek and secure childcare
- ix. Assist Participant in advocating and support with child's school, meetings to enhance the well-being of the child in

school such as Individual Education Plan (IEP), inclusivity plans, or other educational plans with the school.

- x. Social Security Insurance, Developmental Disabilities services, and/or support for other legal matters for minor children, such as guardianship, or custody.
- xi. Conduct home visits.

- (b) **Life Skills (LS)** – Activities and classes that offer development of skills that prepare Participants to be successful in the workplace and daily living. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Development of workplace skills and habits
- ii. Development of employment retention skills
- iii. Development of daily living skills
- iv. Development of decision-making skills
- v. Development of goal setting skills, and the art of refining goals
- vi. Development of financial literacy, budgeting, or money-management skills
- vii. Self-esteem building
- viii. Support Participants in identifying their strengths
- ix. Peer or parent mentoring
- x. Support with wrap-around services
- xi. Conduct home visits

- (c) **Stabilized Living (SL)** - Activity intended to stabilize Participant housing concerns that prevent or limit employment or self-sufficiency. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Searching for stable and safe housing, rehousing and eviction prevention
- ii. Advocacy with housing agencies or landlords
- iii. Working with landlord/property manager to avoid eviction and negotiating to getting into a new unit
- iv. Referrals to local community resources to provide assistance and help to overcome rental barriers
- v. Rent Well or other rental classes
- vi. Build collaboration with other housing agencies to leverage funds for rental assistance and utilities, and increase access to resources for TANF families
- vii. Addressing/overcome rental barriers such as: employability, poor rental history, poor or lack of credit history, or debt to income ratio's impact on being a renter
- viii. Identify open housing units
- ix. Support with wrap-around services

(2) Wellbeing Service Category

- (a) **Drug/Alcohol Services (DA)** – Activity to help Participants identify and overcome addiction and substance use disorders that prevent or limit their employability and self-sufficiency. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Substance use screening, such as GAIN-SS
- ii. Peer mentorship services focused on supports for Participants pursuing substance treatment
- iii. Support Participants with initial steps to get connected to ongoing substance treatment, such as: making appointments, getting on a waitlist, scheduling an initial appointment or assessment, or other related support as needed.
- iv. Support Participants to maintain substance treatment plan
- v. Help Participants connect to resources, such as support groups, recovery groups, or similar supports in the community related to addictions and/or sobriety
- vi. Coordinate with Participant’s Family Coach to offer wrap around services and supports
- vii. Assist with gathering attendance documentation from substance treatment providers
- viii. Conduct home visits

- (b) **Medical-Related Services (ME)** – Activities to assess and address health concerns that prevent or limit employability or self-sufficiency. Services are for those who do not have a diagnosis or prognosis. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Conduct screenings, such as GAIN-SS
- ii. Support Participants with initial steps to get connected to ongoing medical treatment or providers, such as: making appointments, getting on a waitlist, scheduling an initial appointment or assessment, or other related support as needed
- iii. Assist or support Participants to attend medical appointments
- iv. Support Participants to maintain medical treatment plan
- v. Help Participants connect to resources, such as support groups, recovery groups, community health classes related to their health condition or diagnosis
- vi. Support Family Coaches regarding medical documents from medical providers, interpret diagnosis, prognosis, accommodations, and how this impacts ODHS’ work with

- the Participant
- vii. Coordinate with Participant’s Family Coach to offer wrap around services and supports
- viii. Assist with gathering attendance documentation from medical treatment providers
- ix. Identify Participants who may be eligible for the State-Family Pre-SSI Program for those applying for SSI and work with Family Coach to complete referral
- x. Referral to Vocational Rehabilitation as appropriate
- xi. Build knowledge of medical providers who are currently accepting new patients with OHP
- xii. Conduct home visits

(c) **Mental-Health (MH)** – Activities to reduce barriers to employment caused by mental health issues. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Conduct screenings, such as GAIN-SS
- ii. Support Participants with initial steps to get connected to ongoing mental health treatment or providers, such as: making appointments, getting on a waitlist, scheduling an initial appointment or assessment, or other related support as needed
- iii. Assist or support Participants to attend mental health appointments
- iv. Support Participants to maintain mental health treatment plan
- v. Help Participants connect to resources, such as support groups, recovery groups, community health classes related to their mental health condition or diagnosis
- vi. Support Family Coaches regarding mental health documents from providers, interpret diagnosis, prognosis, accommodations, and how this impacts ODHS’ work with the Participant
- vii. Coordinate with Participant’s Family Coach to offer wrap around services and supports
- viii. Assist with gathering attendance documentation from mental health treatment providers
- ix. Identify Participants who may be eligible for the State-Family Pre-SSI Program for those applying for SSI and work with Family Coach to complete referral
- x. Referral to Vocational Rehabilitation as appropriate
- xi. Build knowledge of mental health providers who are currently accepting new patients with OHP
- xii. Conduct home visits
- xiii. Assist with mental health crisis intervention

- xiv. Peer mentorship services focused on supports for Participants pursuing mental health treatment
- xv. Collaborate with and support Family Coaches around exploration or referral for Participant to mental health, psychological, and/or learning needs evaluation

(d) **Rehabilitation Services (RA)** – Activity to reduce barriers caused by ongoing physical, medical, and/or other disabilities. Services for Participants who already have a diagnosis and prognosis. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Assist or support Participants to attend ongoing medical, specialist, physical therapy, speech therapy, occupational therapy and other medical appointments, as needed
- ii. Support Participants to maintain medical treatment plan
- iii. Help Participants connect to resources, such as support groups, recovery groups, community health classes related to their health condition or diagnosis
- iv. Support Family Coaches regarding medical documents from medical providers, interpret diagnosis, prognosis, accommodations, and how this impacts ODHS’ work with the Participant
- v. Coordinate with Participant’s Family Coach to offer wrap around services and supports
- vi. Assist with gathering attendance documentation from medical treatment providers
- vii. Identify Participants who may be eligible for the State-Family Pre-SSI Program for those applying for SSI and work with Family Coach to complete referral
- viii. Referral to Vocational Rehabilitation as appropriate
- ix. Conduct home visits

(3) Job Readiness/Employment Service Category

(a) **Job Search and Prep (JO)** – Activity to help Participants prepare, locate, and retain future employment. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Orientation and initial assessment of each Participant’s employability.
- ii. Ongoing assessment of each Participant’s employability to identify and address barriers that limit success for placement, retention, and wage enhancement.
- iii. Job loss analysis
- iv. Labor market test and research

- v. Skills inventory testing
- vi. National Career Readiness Certificate (NCRC) testing
- vii. Service coordination, mentoring and employment coaching
- viii. Job Search class
- ix. Resume writing or assistance
- x. Interview skill building
- xi. Job application support
- xii. Career exploration activities
- xiii. Support Participants with preparing for and connection to Work Experience or JOBS Plus placement
- xiv. Support Participants applying for vocational training, apprenticeships, college or university, completing financial aid application, and other related support as needed (prior to school/training enrollment)
- xv. Support Participants completing the process to be certified as an APD home care worker, or childcare provider
- xvi. Support Participants in connecting to employment-related services and employment opportunities based on Participant's goals and interests

(b) **JOBS Plus (PL)** –Activity that provides TANF participants with employment and pays their benefits as wages.

Description of services or assistance provided:

- i. County shall check in with worksite supervisor at least monthly
- ii. County shall develop JOBS Plus work sites based on Participant's interest that may result in unsubsidized employment for the Participant
- iii. Place Participants in appropriate JOBS Plus work sites that meet their individual employment goals and interests
- iv. Evaluate Participant's progress through regular communication (at least twice monthly) with the Participant and keeping the Family Coach informed of progress
- v. Support Participant in communication with employer, employment paperwork
- vi. Support Participant with continued Job Search if Participant will not continue working at the placement site after JOBS Plus Agreement ends

(c) **On the Job Training (JT)** – Activity for Participant's in the Youth Employment Program (YEP). YEP Services are for TANF youth (including Teen Parents and young parents ages 16-24, and TANF non-parenting teens ages 16-18). Services include job readiness activities and short-term subsidized employment placements. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Career exploration, job shadows at work sites, development of subsidized work site based on Participant’s interest
- ii. Identify and address barriers to employment
- iii. Employment skills assessment or career aptitude tests
- iv. Skills training to remove barriers to employment and improve employability
- v. Money management and financial literacy
- vi. County shall develop Youth Employment Program work sites based on Participant’s interest that may result in unsubsidized employment for the Participant
- vii. Subsidize employment including wages. Placement will last 5-8 weeks. Participants will work between 15-40 hours per week (up to 200 hours). Participants will receive subsidized wages and paid at least minimum wage.
- viii. Check in with worksite or work simulation supervisor at least monthly
- ix. Connection to ongoing services for additional training and education opportunities, such as pre-apprenticeship programs, vocational training, or higher education.

- (d) **Supported Work (SW)** – Activity for Participants who need more intensive support, skills training, and job-related intervention and counseling at an unpaid worksite or work simulation activity. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Check in with worksite or work simulation supervisor at least monthly
- ii. Develop customized and relevant supported work sites
- iii. Assist Participants in developing skills and behaviors that are part of standard expectations for workplace and for successful employment.
- iv. Assist Participants to improve communication skills and increase employment retention
- v. Conduct home visits to work on barrier removal and connect Participants with community referrals and support
- vi. Coordination with Vocational Rehabilitation as applicable

- (e) **Work Experience (WE)** – Unpaid work to develop work habits, skills, training, and knowledge to obtain permanent employment. Work is conducted at a worksite and is available through private for-profit, non-profit, or public sector. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Develop customized and relevant work experience sites to

- meet Participants’ goals and enhance employability through unpaid, short-term experience
- ii. Orientation to goals, duties and expectations.
- iii. Check in with worksite or work simulation supervisor at least monthly
- iv. Conduct home visits to work on barrier removal and connect Participants with community referrals and support
- v. Evaluate Participant’s progress through regular communication at least twice monthly with the Participant and keeping the Family Coach informed of progress

(4) Education and Training Service Category

- (a) **Adult Basic Education (AB)** – Activity that addresses basic literacy or math skills for adults 20 years of age or older without a high school diploma or GED. Activity needs to be related to an employment opportunity requiring a specific literacy or numeracy grade level. Activity not related to pursuing a high school diploma or GED (equivalent). Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Basic literacy classes including reading, writing, spelling, and speaking (8th grade level or lower)
- ii. Basic math classes including arithmetic functions, percentages, understanding tables and graphs, and other basic math concepts (8th grade level or lower)

- (b) **English as a Second Language (ES)** – Activity for Participants with whom English is not their first language to improve English proficiency. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. English language classes
- ii. English language tutoring
- iii. Employment focused English language tutoring

- (c) **High School Diploma or GED (Equivalent) (HS)** – Activity for any Participant who is working toward a high school diploma or GED (equivalent). Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. High school or GED classes
- ii. High school or GED tutoring
- iii. GED test preparation services

- iv. High school or GED study hall
- v. Cohort for those pursuing a high school diploma or GED

(d) **Job Skills Training (JS)** – Unpaid training required by an employer in order to gain the skills necessary to be hired, retain, or advance in employment. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Trainings required for employment, including but not limited to word processing, electronics assembly, production, CNA, entry level office occupations, workforce development,
- ii. Support to Participants in Pre-Apprenticeship programs

(e) **Self-Initiated Training (SI)** – Activity where Participants are enrolled in a two or four-year program, earning credit toward a college degree. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- i. Support with activities required to fulfill degree requirements
- ii. Supported study hall
- iii. Cohort for those pursuing college degree

(f) **Vocational Training (VT)** – Activity that provides Participants with up to 18 months access to specific vocational educational training that will lead to a certificate, job offer, and/or career. Services may be offered individually, in a group setting, or available in both an individual and group setting.

Description of services or assistance provided:

- iv. Vocational training classes offered
- v. Support with activities required to fulfill degree requirements
- vi. Supported study hall or lab
- vii. Cohort for those pursuing vocational training/certificate programs

(5) **Support Services Payments** - Support Service payments are available through ODHS Family Coaches to support Participants to stabilize their families and engage in JOBS Services. Payments must be tied to the Participant’s Personal Development Plan (Case Plan). Eligibility for Support Service payments and allowable

payment types are defined in [Oregon Administrative Rule](#). Support Service payments may be made by JOBS Agencies to eligible Participants as determined appropriate with ODHS District Leadership.

- (a) Guidance and Tools Available Regarding JOBS Support Service Payments:
 - i. Rules and Regulations: [Case Plan Activities and Standards for Support Services Payments \(OAR 461-190-0211\)](#)
 - ii. [JOBS Program Staff Tools Page](#):
JOBS Support Services Guide (SSG)
 - iii. Housing and Utility Payments made by Agencies are only allowed with Stabilized Living Service (SL)
 - iv. Childcare and Transportation payments are not allowed be paid by County – must be paid through ODHS Family Coach.
 - v. Support Service payments are available through ODHS Family Coaches

- (b) **Description of Services or assistance provided:**
 - i. Ensure there is no duplication of payments
 - ii. Explore lower cost alternatives or other funding available
 - iii. Districts will determine Staffing threshold

- (c) **Support Service payments allowable to be offered by the Agreement:**
 - i. Books/Supplies (not tuition)
 - ii. Housing or Utilities
 - iii. Professional Fees
 - A. Oregon Driver’s License or Oregon ID card
 - B. GED or high school diploma fee
 - C. OLCC licenses, first aid, food handlers card fees, etc.
 - D. Fees required to complete a background check
 - iv. Tools/Equipment
 - v. Tuition associated with Vocational Training or Self-Initiated Training

- (6) **JOBS Service to TANF Leavers and/or Non-TANF Families –**
County may provide expanded JOBS contracted services to TANF Leavers and/or Support service payments to TANF Leavers or

Non-TANF Families only when approved by ODHS District Leadership and Central Office.

- (a) TANF Leavers: “TANF Leavers” are Participants or families who were receiving TANF benefits and services, are no longer eligible for TANF cash assistance, but are still eligible for JOBS contracted services and/or Support Service payments issued by a JOBS County.
 - (b) “Non-TANF Families” are families who are not receiving TANF cash assistance but are eligible for JOBS Support Service payments provided by a JOBS County because they meet certain eligibility criteria as verified or determined by ODHS staff.
 - (c) TANF Leavers or Non-TANF Families must meet all of the following eligibility criteria as verified by the Family Coach or ODHS staff:
 - i. Not currently receiving TANF;
 - ii. That include a parent or caretaker relative living with a dependent child under the age 18;
 - iii. That have income at or below 250% of the Federal Poverty Level (FPL);
 - iv. Must meet TANF program citizenship or noncitizen eligibility.
 - (d) **Contracted Services for JOBS Services to TANF Leavers** may be provided for the necessary length of time needed to complete the service started while the Participant was receiving TANF. The purpose of these expanded services to TANF Leavers is to end the dependence of needy parents or caretaker relatives on government benefits by promoting job preparation, work, and family stability.
 - (e) **Support Service Payments for TANF Leavers and/or Non-TANF Families** may be provided for a specific crisis or episode of need for no more than four months. Payments must be made by the County and are not intended to be recurring. Payments must be staffed with District. Payments must allowable based on payment types defined in [Oregon Administrative Rule](#). See section (5) above for more information on Support Service payments.
- (7) **Transporting Participants – County may transport Participants if they have the following:**
- (a) Driving risk assessment is done and submitted to ODHS.
 - (b) Appropriate level of insurance.

EXHIBIT C

Payments and Financial Requirements

1. Payment Provisions.

- a.** County shall submit monthly, signed, and itemized invoices in accordance with the approved budget, Exhibit E, to the Agreement Administrator no later than 45 days following the end of the month in which actual JOBS Services were provided.
- b.** County's invoice must be in the format prescribed by ODHS and must contain a statement by the authorized controller or financial officer of the County certifying that the invoice for JOBS Services is true and accurate and that the supporting financial documentation is available upon request. ODHS may request the supporting financial documentation and may withhold payment until County provides documentation satisfactory to ODHS.
- c.** In order to receive payment, the final invoice must be submitted to ODHS no later than 45 days following: the close of the biennial fiscal year, or the expiration date in Section 1 Effective Date and Duration of this Agreement, whichever comes first. This final invoice will constitute the County's full and final request for payment for services under this Agreement.
- d.** Payment of invoices submitted past the due dates described in this Section are subject to the availability of ODHS funding and payment may not be made without written justification from County and approval by ODHS.
- e.** If requested by ODHS, County shall submit additional written documentation to support invoices and expenditures. ODHS may withhold payment for specific items in an invoice until County provides documentation of the expenditure satisfactory to ODHS.

2. Funding for JOBS Services.

- a.** Funding for this Agreement follows a fiscal year of July 1 through June 30.
- b.** Funding for the JOBS Services that is not expended by County within a fiscal year may, upon ODHS' approval, roll forward to the next fiscal year if it's within the same biennial budget period.
- c.** Changes in funding to increase or decrease the Consideration in Section 3 of this Agreement, or an amount in the Total Budget for the Fiscal Period (Exhibit E), must be documented through an amendment to this Agreement.
- d.** If the Agreement is terminated prior to the close of the fiscal year, funding will end as of the termination date.

3. Interim Payments.

- a.** Interim payments may be made under this Agreement when approved in advance by ODHS.

- b. County must request the interim payment in writing and the request must include the reason why the interim payment is needed and justified.
- c. No more than 1/12th of the current fiscal year budget will be paid as an interim payment. The interim payment and any interest earned from the interim payment will be repaid within the same fiscal year as the interim payment by adjusting future invoices until the amount of the interim payment is reconciled.

4. Allowable Expenses.

- a. ODHS will only reimburse County for reasonable, allowable, necessary, and allocable expenses resulting from the JOBS Services delivered under this Agreement, in accordance with GAAP and applicable cost principles, and the budget amounts set forth in Exhibit E.
- b. County will not be reimbursed for costs associated with providing the JOBS Services funded by this Agreement when income is earned by County from the provision of those JOBS Services. County will document these earnings and shall report them to ODHS upon written request.
- c. In the event County utilizes equipment, physical space, personnel or services funded under this Agreement, to provide services to third parties outside the scope of this Agreement, and the cumulative value of such use is projected to or actually exceeds \$1,000 per fiscal year, the utilization must be reported by County to ODHS in writing no less than 30 calendar days to determine the action to be taken. The approval of the use by ODHS and the disposition of the earned income shall be determined by ODHS and County on a case-by-case basis.
- d. County is liable for any damage, including wear-and-tear, to equipment or physical space provided to County under this Agreement when such damage results from County's utilization of the equipment or space to provide services to third parties outside the scope of this Agreement.
- e. In order for County to receive reimbursement for travel and related travel expenses, County must submit to ODHS for its approval, a travel reimbursement policy. ODHS will reimburse County for travel and related travel expenses only as provided in the ODHS-approved County travel reimbursement policy.
- f. County shall obtain approval from ODHS in advance of out-of-state travel or a single travel event that exceeds \$1,000. County's request and ODHS' approval must be in writing.
- g. Only those reasonable and necessary Administrative Costs associated with the JOBS Services provided by County under this Agreement will be allowable administrative expenses. Upon written request by ODHS, County shall describe the methodology used to calculate the Administrative Costs.
- h. County shall administer a cost allocation plan that shows how Program Costs for personnel, physical space, equipment, and services, are allocated to the programs funded under this Agreement and shared with other programs. The cost allocation plan will be provided to ODHS upon request.

5. Acquisition of Property by County.

- a.** Equipment acquisition is allowable only when requested in advance by County in a written request to ODHS and approved by ODHS in writing.

 - (1) The equipment acquisition request must be in a format prescribed by ODHS and submitted to the ODHS District Leadership.
 - (2) Equipment acquisition requests must have the approval signature of the District Manager or Self Sufficiency Program Manager prior to submission to the SSP Design Manager for final approval.

- b.** For purposes of this section, “Equipment” means tangible, non-expendable, personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology Equipment, the monetary threshold does not apply. Information technology Equipment shall be tracked for the mandatory line-item categories listed below:

 - (1) Network
 - (2) Computer and accessories needed to perform duties
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage
 - (6) Software

- c.** For any Equipment authorized by ODHS for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

 - (1) Description of the Equipment,
 - (2) Serial number,
 - (3) Where Equipment was purchased,
 - (4) Acquisition cost and date, and
 - (5) Location, use and condition of the Equipment.

- d.** County shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- e.** Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by ODHS, immediately, or at such later date specified by ODHS, tender to ODHS any and all Equipment purchased with funds under this Agreement as ODHS may require to be returned to ODHS. In lieu of requiring County to tender the Equipment to ODHS, or in the event that said equipment should become a fixture of the real property of the County, ODHS shall require County to pay to ODHS the current market value of the Equipment. The Equipment market value will be determined as of the date of Agreement or Service termination. The current market value of the asset will be determined by

the price that a reasonable buyer is willing to pay in the market, based upon the geographical area, price range, and product detail.

- f. If funds from this Agreement are authorized by ODHS to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.
- g. Notwithstanding anything herein to the contrary, County shall comply with 2 CFR Subtitle B with guidance at 2 CFR Part 200 as amended which, generally, describes the required maintenance, documentation, and allowed disposition of Equipment purchased with federal grant funds.

6. Federal Funds and Maintenance of Effort.

Payments under this Agreement are made with state and federal dollars under the Temporary Assistance for Needy Families program. The state dollars are counted towards ODHS' Maintenance of Effort (MOE) requirement.

- a. County shall not provide and charge ODHS for JOBS Services that are otherwise available on a non-reimbursable basis or available to the general public.
- b. County will not use funds available and paid under this Agreement to supplant funds from other sources for services provided. If the County provides a service under this Agreement funding which is otherwise available within the County's organization, County shall submit a detailed written justification to the Agreement Administrator for approval.
- c. County shall not use funds available and paid under this Agreement to otherwise meet another state program's MOE or matching requirement.
- d. County will notify ODHS of potential MOE dollars available for ODHS to apply towards the state's MOE obligation.

7. Notice to Proceed.

JOBS budgets are approved on an annual state fiscal year basis. Although the parties anticipate approval for subsequent fiscal years, neither the amount nor required state approval is guaranteed. The parties understand and agree that state approval may not be granted in sufficient time to authorize the JOBS Services beginning July 1 for a new fiscal year and therefore, agree to establish the following process:

- a. Agreements and Agreement amendments will be processed as soon as practicable after the parties have an agreed-upon budget for the next fiscal year. However, County shall not be authorized to provide the JOBS Services beginning July 1 of the next fiscal year, and shall not be entitled to payment for any such JOBS Services except as set forth in this subsection.
- b. If state approval for the next fiscal year has not been received by ODHS prior to July 1, but ODHS has reasonable assurance that state approval is forthcoming, the ODHS Agreement Administrator will issue a Limited Notice to Proceed to County. This Limited Notice to Proceed will authorize County to provide the JOBS Services for up to 31 days at the rate established for the new fiscal year.

ODHS may issue additional Limited Notices to Proceed as necessary in ODHS' sole discretion until state approval has been received, or if state approval is not forthcoming, ODHS may issue a Stop Work Order and Notice of Termination as set forth in Exhibit G.

- c. Upon state approval for the next fiscal year, the ODHS Agreement Administrator will issue a Notice to Proceed to County. This Notice to Proceed will authorize the County to provide the JOBS Services beginning July 1, or at such later date as specified in the Notice to Proceed, for the duration of the fiscal year, unless some other action is taken by ODHS to stop work or terminate the Agreement sooner as specified in this Agreement. A Notice to Proceed that is issued during the time a Limited Notice to Proceed is in effect will supersede the Limited Notice to Proceed.

8. Invoice Processing and Budget Summary.

- a. County will prepare and submit an invoice for all services provided monthly to ODHS. The invoice shall be for actual costs for services provided under this Agreement for that month in accordance with the approved budget, Exhibit E. ODHS shall make payment upon approval of the invoice. If County's actual costs exceed the approved budget on a recurring basis, County may submit a request to ODHS to amend the approved budget. ODHS provides no guarantee that any such request will be approved.
- b. County may reallocate line-item amounts within a category (identified in Exhibit E). To reallocate line-item amounts between budget categories, County must submit a request to ODHS, via email to the Agreement Administrator, to revise Exhibit E. In its request, County shall provide ODHS a proposed Agreement Business Plan Budget Details and a justification for the revision. County may request to reallocate line-item amounts within the Agreement Business Plan Budget Details that do not impact the category amounts identified in Exhibit E. In such cases, Exhibit E does not need to be amended. In County's email request, County shall provide ODHS a proposed Agreement Business Plan Budget Details and a justification for the change. Final approval of budget reallocations will be with the ODHS SSP Employment and Training team.
- c. Reallocation of budget line items will not change the total approved budget amount. Reallocations must be reported to ODHS Agreement Administrator within ten (10) days for proper Agreement management purposes. In no event will ODHS pay more than the budgeted amount in Exhibit E or the not-to-exceed amount in Section 3 of the Agreement unless amended. ODHS will not pay for budget overruns incurred prior to execution of any necessary amendment to Exhibit E, "Budget Summary".

EXHIBIT D

Outcome Indicators and Performance Deliverables

1. JOBS Agreement Outcome Indicators

a. The following Agreement Outcome Indicators are established to assess and report how each Participant is doing on a monthly data entry schedule.

- (1) County's outcome data must be reported in the format or system prescribed by ODHS. Outcomes will be recorded by the County at a Participant level in JOI and ODHS will provide a wrap up of aggregate data for Agreement administration and performance evaluation.
- (2) County shall record JOBS outcomes for Participants served for at least half an hour in a calendar month to ODHS no later than 10 business days following the end of the identified service month in which actual JOBS Services were provided.

b. Service-specific Outcome Indicators for JOBS Contracts

- (1) In the JOI system, County will report how the Participant or family is doing, including their wellbeing, function, ability to access supports, and outcomes based on observations, interviews, or assessments done during JOBS service provision.
- (2) Outcome indicators may be modified, deleted, or exchanged as necessary and if so, will be completed through written amendment.

JOBS Outcome Indicators by JOBS Service

Outcome Indicators	Stability			Wellbeing				Education & Training					Employment/ Job Readiness					
	Child Activities (CH)	Life Skills (LS)	Stabilized Living (SL)	Drug/Alcohol Services (DA)	Medical-Related Services (ME)	Mental Health (MH)	Rehabilitative Services (RA)	Adult Basic Education (AB)	English as a Second Language (ES)	High School Diploma/GED (HS)	Job Skills Training (JS)	Self-Initiated Training (SI)	Vocational Training (VT)	Job Search/Readiness (JO)	On-the-Job Training (JT)	JOBS Plus (PL)	Supported Work (SW)	Work Experience (WE)
Unexpected Changes	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Transportation Stability	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Child Care Stability	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Housing Status	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Connecting to and Building Support	x	x		x	x	x	x											
Housing Services			x															
Family Health Impacts				x	x	x	x											
Parenting Skills	x																	
Higher Education or Training Enrollment													x					
Job Search Readiness													x	x				
On-the-Job Training														x				
Workplace Skill Development																x	x	x
Life Skills		x																
Education/Training Experience								x	x	x	x	x	x					
Educational Progress/Completion								x	x	x	x	x	x					

Key: x = Outcome Indicators to be tracked by service

2. Performance Standards for the period July 1, 2021 through June 30, 2022.

The following performance standards shall be met by the County for the periods indicated, and shall be reported monthly as prescribed by ODHS.

a. Number of Participants Served.

- (1) Monthly Average: 100
- (2) Annual Goal: 1200

b. Services and Activities.

100% of referred JOBS-eligible referred Participants shall have the opportunity to participate in County’s JOBS activities. Activities shall support the Participant’s Case Plan.

3. Performance Standards for the period July 1, 2022 through June 30, 2023.

a. Number of Participants Served.

- (1) Monthly Average: 100
- (2) Annual Goal: 1200

b. Services and Activities.

100% of referred JOBS-eligible referred Participants shall have the opportunity to participate in County’s JOBS activities. Activities shall support the Participant’s Case Plan.

4. Performance Standards for the period July 1, 2023 through June 30, 2024.

The following performance standards shall be met by the County for the periods indicated, and shall be reported monthly as prescribed by ODHS.

a. Number of JOBS Services provided.

- (1) Monthly Average Goal: 120
- (2) Annual Goal: 1440

b. Services and Activities.

100% of referred JOBS-eligible referred Participants shall have the opportunity to participate in County’s JOBS activities. Activities shall support the Participant’s Case Plan.

5. Performance Standards for the period July 1, 2024 through June 30, 2025.

The following performance standards shall be met by the County for the periods indicated, and shall be reported monthly as prescribed by ODHS.

a. Number of JOBS Services provided.

- (1) Monthly Average Goal: 120
- (2) Annual Goal: 1440

b. Services and Activities.

100% of referred JOBS-eligible referred Participants shall have the opportunity to participate in County’s JOBS activities. Activities shall support the Participant’s Case Plan.

6. Reserved.

EXHIBIT E

Budget Summary

7. For the Agreement Fiscal Period of July 1, 2021 – June 30, 2022:

Administrative Costs	\$47,250.00
Program Costs	\$514,665.00
Total Budget for Fiscal Period	\$561,915.00

8. For the Agreement Fiscal Period of July 1, 2022 – June 30, 2023:

Administrative Costs	\$50,025.00
Program Costs	\$538,610.75
Total Budget for Fiscal Period	\$588,635.75

9. For the Agreement Fiscal Period of July 1, 2023 – June 30, 2024:

Administrative Costs	\$77,789.47
Program Costs	\$629,931.74
Total Budget for Fiscal Period	\$707,721.21

10. For the Agreement Fiscal Period of July 1, 2024 – June 30, 2025:

Administrative Costs	\$81,543.95
Program Costs	\$659,978.32
Total Budget for Fiscal Period	\$741,522.27

11. Reserved.

EXHIBIT H

Subcontractor Insurance Requirements

County shall require its first-tier contractor(s) (Contractor) that are not units of County as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" contractor is a contractor with which the County directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

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

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by

applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

PROFESSIONAL LIABILITY:

Required Not required

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

POLLUTION LIABILITY:

Required Not required

EXCESS/UMBRELLA INSURANCE:

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

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

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

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

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT K

JOBS Business Plan Sample Template





Contractor Business Plan

Service Period: July 1, 2023 through June 30, 2025

District:

Service Location (Ex. – County, City):

Contract Administrator:

District Manager:

SSP Program Manager(s):

Chief Operations Officer:

Contract:

Contract Number:

Contractor Contact:

Contractor Management: Version (date):

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Purpose of Business Plan

The Business Plan memorializes the agreements made by all parties of the manner in which the services in the Contract will be provided and the desired outcomes to be achieved as a result of the services.

This document will be used as a reference to conduct Contract administration and monitoring. Business plans will also be used by central office to gather information for program management and reporting purposes.

The Business Plan should be updated when there are agreed upon changes that need to be memorialized. Changes to the plan must be reviewed by ODHS central office in order to provide feedback and submitted to the district leadership for approval prior to implementation. Amendments to the contract will be required if there is a change to the annual and overall contract budgets or to change the number of Participants served. A final signed copy of the Business Plan must be kept by the local Contract Administrator and sent to ODHS central office.

Initial Approval	Central Office Reviewer Name and Approval Date [Redacted]
Approved on: [Redacted]	By: Contractor representative/title [Redacted]
Reviewed and <u>Approved</u> on: [Redacted]	By: Self Sufficiency Program manager [Redacted]
Reviewed and <u>Approved</u> on: [Redacted]	By: District manager [Redacted]
Revision 1	Central Office Reviewer Name and Approval Date [Redacted]
Revised and <u>Approved</u> on: [Redacted]	By: Contractor Representative/Title [Redacted]
Reviewed and <u>Approved</u> on: [Redacted]	By: Self Sufficiency Program manager [Redacted]
Reviewed and <u>Approved</u> on: [Redacted]	By: District manager [Redacted]
Revision 2	Central Office Reviewer Name and Approval Date [Redacted]
Revised and <u>Approved</u> on: [Redacted]	By: Contractor representative/title [Redacted]
Reviewed and <u>Approved</u> on: [Redacted]	By: Self Sufficiency Program manager [Redacted]
Reviewed and <u>Approved</u> on: [Redacted]	By: District manager [Redacted]

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Resources

- [TANF JOBS Program \(Family Coach\) Staff Tools Page:](#)
 - JOBS Activity Guidelines (JAG)
 - Monthly JOBS Program Updates
- [TRACS Resources](#)

Service Delivery Detail

1. Participant Engagement Coordination:

- Participant navigation and information and referral for JOBS service resources **(REQUIRED)**
- Provide information about Participants' progress, helping to identify causes for engagement issues and assist ODHS and Participants to find solutions that will encourage and support success for Participants. **(REQUIRED)**
- Contractor staff coordinate with ODHS Family Coaches regarding services, case planning, address barriers, support service payment needs, offer wrap-around services, or other support as appropriate. **(REQUIRED)**
- Contractor staff coordinate with other ODHS contracted partners and/or community resources to coordinate services, offer wrap-around services, address barriers, or other support as appropriate. **(REQUIRED)**
- Contact Participants through telephone, voice mail, written notes, virtual services, and other electronic means as needed to result in engagement **(REQUIRED)**

(Select additional that apply below.)

- Narrate engagement in TRACS (Access Agreement and individual user profiles required to access TRACS).
- Other — add detailed information here:

2. Attendance tracking and Records Retention:

(If checked, select all that apply below.)

- Response to audit requests from ODHS Quality Control, ODHS Quality Assurance, Oregon Secretary of State, or ODHS Central Office staff within two business days, unless otherwise specified. Audit requests may be regarding participant attendance documentation, finance, contract evaluation, or other information as requested by ODHS. **(REQUIRED)**
- Maintain attendance records according to the Oregon Work Verification Plan as outlined in the JOBS Activity Guidelines (JAG) found on the [TANF JOBS Staff Tools Page](#). **(REQUIRED)**

(Select additional that apply below.)

- Monitor attendance in an agreed upon format.

Please describe the agreed upon format:

Contract:
District:

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Other — add detailed information here:

3. Meetings and Staffings (in person or virtually):

Attend statewide, district or region, Employment and Training Summits, meetings, or trainings. (REQUIRED)

(Select additional that apply below.)

Contractor's staff that provide management, supervision and direct services shall meet with district leadership, regarding performance outcomes and cost review.

Please provide description of frequency:

Attend meetings and Participant staffing as necessary for the management, provision of service, and regarding Participant engagement (see [Participant Engagement Coordination](#) section above) on an agreed upon time

Please provide description of frequency:

District Employment & Training Steering Committee or District wide E&T meeting

Please provide description of frequency:

Other — add detailed information here:

4. Continuum of Services for TANF Leavers

Information, referral, and service triage coordinated with Family Coaches and/or SNAP Employment and Training Navigator as Participants exit TANF. (If checked, select all that apply below.)

Referral to SNAP Training and Employment Program (STEP) services

Wrap-around services referrals, thoughtful of TANF closure and services available after TANF closes

Other customized services (describe):

5. JOBS Services (by service category)

For each service checked below, please indicate frequency of service, service delivery setting, and description of the service provided. **Every service selected must have a correlating budget indicated in the [Budget Details](#).**

a. Stability Service Category

1. **Child Activities (CH)** — Activity that enables Participants to gain skills to successfully parent, balance work and family, and contribute to the wellbeing and health of the child. (If checked, select all that apply below.)

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.a.1 is checked above, please provide description of services or assistance provided:

Locating Counseling services for children

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- Assistance in scheduling, advocating, and attending ongoing medical or mental health appointments for children
- Finding and enrolling in parenting education classes
- Offering parenting classes in house
- Provide education around child development
- Find support groups for children, parents and families
- Independent/group mentoring and support programs
- Assist Participants to seek and secure childcare
- Assist Participant in advocating and support with child's school, meetings to enhance the well-being of the child in school such as Individual Education Plan (IEP), inclusivity plans, or other educational plans with the school
- Social Security Insurance, Developmental Disabilities services, and/or support for other legal matters for minor children, such as guardianship, or custody
- Conduct home visits
- Other customized services (describe):

2. **Life Skills (LS)** — Activities and classes that offer development of skills that prepare Participants to be successful in the workplace and daily living.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.a.2 is checked above, please provide description of services or assistance provided:

- Development of workplace skills and habits
- Development of employment retention skills
- Development of daily living skills
- Development of decision-making skills
- Development of goal setting skills, and the art of refining goals
- Development of financial literacy, budgeting, or money-management skills
- Self-esteem building
- Support Participants in identifying their strengths
- Peer or parent mentoring
- Support with wrap-around services
- Conduct home visits
- Other customized services (describe):

3. **Stabilized Living (SL)** — Activity intended to stabilize Participant housing concerns that prevent or limit employment or self-sufficiency.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.a.3 is checked above, please provide description of services or assistance provided:

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- Searching for stable and safe housing, rehousing and eviction prevention
- Advocacy with housing agencies or landlords
- Working with landlord/property manager to avoid eviction and negotiating to getting into a new unit
- Referrals to local community resources to provide assistance and help to overcome rental barriers
- Rent Well or other rental classes
- Build collaboration with other housing agencies to leverage funds for rental assistance and utilities, and increase access to resources for TANF families
- Addressing/overcome rental barriers such as: employability, poor rental history, poor or lack of credit history, or debt to income ratio's impact on being a renter
- Identify open housing units
- Support with wrap-around services
- Other customized services (describe):

b. Wellbeing Service Category

1. **Drug/Alcohol Services (DA)** — Activity to help Participants identify and overcome addiction and substance use disorders that prevent or limit their employability and self-sufficiency.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.b.1 is checked above, please provide description of services or assistance provided:

- Substance use screening, such as GAIN-SS
- Peer mentorship services focused on supports for Participants pursuing substance treatment
- Support Participants with initial steps to get connected to ongoing substance treatment, such as: making appointments, getting on a waitlist, scheduling an initial appointment or assessment, or other related support as needed.
- Support Participants to maintain substance treatment plan
- Help Participants connect to resources, such as support groups, recovery groups, or similar supports in the community related to addictions and/or sobriety
- Coordinate with Participant's Family Coach to offer wrap around services and supports
- Assist with gathering attendance documentation from substance treatment providers
- Conduct home visits
- Other customized services (describe):

2. **Medical-Related Services (ME)** — Activities to assess and address health concerns that prevent or limit employability or self-sufficiency. Services are for those who do not have a diagnosis or prognosis. (If checked, select all that apply below.)

Service delivery setting (Individual, Group, or Both): Choose an item.

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If box 5.b.2 is checked above, please provide description of services or assistance provided:

- Conduct screenings, such as GAIN-SS
- Support Participants with initial steps to get connected to ongoing medical treatment or providers, such as: making appointments, getting on a waitlist, scheduling an initial appointment or assessment, or other related support as needed.
- Assist or support Participants to attend medical appointments
- Support Participants to maintain medical treatment plan
- Help Participants connect to resources, such as support groups, recovery groups, community health classes related to their health condition or diagnosis
- Support Family Coaches regarding medical documents from medical providers, interpret diagnosis, prognosis, accommodations, and how this impacts ODHS' work with the Participant
- Coordinate with Participant's Family Coach to offer wrap around services and supports
- Assist with gathering attendance documentation from medical treatment providers
- Identify Participants who may be eligible for the State-Family Pre-SSI Program for those applying for SSI and work with Family Coach to complete referral
- Referral to Vocational Rehabilitation as appropriate
- Build knowledge of medical providers who are currently accepting new patients with OHP
- Conduct home visits
- Other (please describe in detail):

3. **Mental-Health (MH)** — Activities to reduce barriers to employment caused by mental health issues. (If checked, select all that apply below.)

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.b.3 is checked above, please provide description of services or assistance provided:

- Conduct screenings, such as GAIN-SS
- Support Participants with initial steps to get connected to ongoing mental health treatment or providers, such as: making appointments, getting on a waitlist, scheduling an initial appointment or assessment, or other related support as needed.
- Assist or support Participants to attend mental health appointments
- Support Participants to maintain mental health treatment plan
- Help Participants connect to resources, such as support groups, recovery groups, community health classes related to their mental health condition or diagnosis
- Support Family Coaches regarding mental health documents from providers, interpret diagnosis, prognosis, accommodations, and how this impacts ODHS' work with the Participant
- Coordinate with Participant's Family Coach to offer wrap around services and supports

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- Assist with gathering attendance documentation from mental health treatment providers
- Identify Participants who may be eligible for the State-Family Pre-SSI Program for those applying for SSI and work with Family Coach to complete referral
- Referral to Vocational Rehabilitation as appropriate
- Build knowledge of mental health providers who are currently accepting new patients with OHP
- Conduct home visits
- Assist with mental health crisis intervention
- Peer mentorship services focused on supports for Participants pursuing mental health treatment
- Collaborate with and support Family Coaches around exploration or referral for Participant to mental health, psychological, and/or learning needs evaluation
- Other (please describe in detail):

4. **Rehabilitation Services (RA)** — Activity to reduce barriers caused by ongoing physical, medical, and/or other disabilities. Services for Participants who already have a diagnosis and prognosis.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.b.4 is checked above, please provide description of services or assistance provided:

- Assist or support Participants to attend ongoing medical, specialist, physical therapy, speech therapy, occupational therapy, and other medical appointments as needed.
- Support Participants to maintain medical treatment plan
- Help Participants connect to resources, such as support groups, recovery groups, community health classes related to their health condition or diagnosis
- Support Family Coaches regarding medical documents from medical providers, interpret diagnosis, prognosis, accommodations, and how this impacts ODHS' work with the Participant
- Coordinate with Participant's Family Coach to offer wrap around services and supports
- Assist with gathering attendance documentation from medical treatment providers
- Identify Participants who may be eligible for the State-Family Pre-SSI Program for those applying for SSI and work with Family Coach to complete referral
- Referral to Vocational Rehabilitation as appropriate
- Conduct home visits
- Other (please describe in detail):

c. Job Readiness/Employment Service Category

1. **Job Search and Prep (JO)** — Activity to help Participants prepare, locate, and retain future employment. (If checked, select all that apply below.)

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Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.c.1 is checked above, please provide description of services or assistance provided:

- Orientation and initial assessment of each Participant's employability.
- Ongoing assessment of each Participant's employability to identify and address barriers that limit success for placement, retention, and wage enhancement.
- Job loss analysis
- Labor market test and research
- Skills inventory testing
- National Career Readiness Certificate (NCRC) testing
- Service coordination, mentoring and employment coaching
- Job Search class
- Resume writing or assistance
- Interview skill building
- Job application support
- Career exploration activities
- Support Participants with preparing for and connection to Work Experience or JOBS Plus placement
- Support Participants applying for vocational training, apprenticeships, college or university, completing financial aid application, and other related support as needed. (prior to school/training enrollment)
- Support Participants completing the process to be certified as an APD home care worker, or childcare provider
- Support Participants in connecting to employment-related services and employment opportunities based on Participant's goals and interests
- Other (please describe in detail):

2. **JOBS Plus (PL)** — Activity that provides TANF participants with employment and pays their benefits as wages. (If checked, select all that apply below.)

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.c.2 is checked above, please provide description of services or assistance provided:

- Check in with worksite supervisor at least monthly (REQUIRED)
- Contractor shall develop JOBS Plus work sites based on Participant's interest that may result in unsubsidized employment for the Participant
- Place Participants in appropriate JOBS Plus work sites that meet their individual employment goals and interests
- Evaluate Participant's progress through regular communication (at least twice monthly) with the Participant and keeping the Family Coach informed of progress

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- Support Participant in communication with employer, employment paperwork
- Support Participant with continued Job Search if Participant will not continue working at the placement site after JOBS Plus contract ends
- Other — add detailed information here:

3. **On the Job Training (JT) — Activity ONLY for Participant's in the Youth Employment Program (YEP).** YEP Services are for TANF youth (including teen parents and young parents ages 16-24, and TANF non-parenting teens ages 16-18). Services include job readiness activities and short-term subsidized employment placements.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.c.3 is checked above, please provide description of services or assistance provided:

- Career exploration, job shadows at work sites, development of subsidized work site based on Participant's interest
- Identify and address barriers to employment
- Employment skills assessment or career aptitude tests
- Skills training to remove barriers to employment and improve employability
- Money management and financial literacy
- Contractor shall develop Youth Employment Program work sites based on Participant's interest that may result in unsubsidized employment for the Participant
- Subsidize employment including wages. Placement will last 5-8 weeks. Participants will work between 15-40 hours per week (up to 200 hours). Participants will receive subsidized wages and paid at least minimum wage.
- Check in with worksite or work simulation supervisor at least monthly (REQUIRED)
- Connection to ongoing services for additional training and education opportunities, such as pre-apprenticeship programs, vocational training, or higher education.
- Other — add detailed information here:

4. **Supported Work (SW) — Activity for Participants who need more intensive support, skills training, and job-related intervention and counseling at an unpaid worksite or work simulation activity. (If checked, select all that apply below.)**

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.c.4 is checked above, please provide description of services or assistance provided:

- Check in with worksite or work simulation supervisor at least monthly (REQUIRED)
- Develop customized and relevant supported work sites
- Assist Participants in developing skills and behaviors that are part of standard expectations for workplace and for successful employment.
- Assist Participants to improve communication skills and increase employment retention

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- Conduct home visits to work on barrier removal and connect Participants with community referrals and support
- Coordination with Vocational Rehabilitation as applicable
- Other — add detailed information here:

5. **Work Experience (WE)** — Unpaid work to develop work habits, skills, training, and knowledge to obtain permanent employment. Work is conducted at a worksite and is available through private for-profit, non-profit, or public sector. (If checked, select all that apply below.)

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.c.5 is checked above, please provide description of services or assistance provided:

- Develop customized and relevant work experience sites to meet Participants' goals and enhance employability through unpaid, short-term experience
- Orientation to goals, duties and expectations.
- Check in with worksite or work simulation supervisor at least monthly (REQUIRED)
- Conduct home visits to work on barrier removal and connect Participants with community referrals and support
- Evaluate Participant's progress through regular communication at least twice monthly with the Participant and keeping the Family Coach informed of progress
- Other — add detailed information here:

d. Education and Training Service Category

1. **Adult Basic Education (AB)** — Activity that addresses basic literacy or math skills for adults 20 years of age or older without a high school diploma or GED. Activity needs to be related to an employment opportunity requiring a specific literacy or numeracy grade level. Activity not related to pursuing a high school diploma or GED (equivalent).

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.d.1 is checked above, please provide description of services or assistance provided:

- Basic literacy classes including reading, writing, spelling, and speaking (8th grade level or lower)
- Basic math classes including arithmetic functions, percentages, understanding tables and graphs, and other basic math concepts. (8th grade level or lower)
- Other — add detailed information here:

2. **English as a Second Language (ES)** — Activity for Participants with whom English is not their first language to improve English proficiency.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.d.2 is checked above, please provide description of services or assistance provided:

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- English language classes
- English language tutoring
- Employment focused English language tutoring
- Other — add detailed information here:

3. **High School Diploma or GED (Equivalent) (HS)** — Activity for any Participant who is working toward a high school diploma or GED (equivalent).

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.d.3 is checked above, please provide description of services or assistance provided:

- High school or GED classes
- High school or GED tutoring
- GED test preparation services
- High school or GED study hall
- Cohort for those pursuing a high school diploma or GED
- Other — add detailed information here:

4. **Job Skills Training (JS)** — Unpaid training required by an employer in order to gain the skills necessary to be hired, retain, or advance in employment.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.d.4 is checked above, please provide description of services or assistance provided:

- Trainings required for employment, including but not limited to word processing, electronics assembly, production, CNA, entry level office occupations, workforce development,
- Support to Participants in Pre-Apprenticeship programs
- Other — add detailed information here:

5. **Self-Initiated Training (SI)** — Activity where Participants are enrolled in a two or four-year program, earning credit toward a college degree.

Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.d.5 is checked above, please provide description of services or assistance provided:

- Support with activities required to fulfill degree requirements
- Supported study hall
- Cohort for those pursuing college degree
- Other — add detailed information here:

6. **Vocational Training (VT)** — Activity that provides Participants with up to 18 months access to specific vocational educational training that will lead to a certificate, job offer, and/or career.

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Service delivery setting (Individual, Group, or Both): Choose an item.

If box 5.d.6 is checked above, please provide description of services or assistance provided:

- Vocational training classes offered
- Support with activities required to fulfill degree requirements
- Supported study hall or lab
- Cohort for those pursuing vocational training/certificate programs
- Other — add detailed information here:

6. Support Services Payments

Support Service payments are available through ODHS Family Coaches to support Participants to stabilize their families and engage in JOBS services. Payments must be tied to the Participant's Personal Development Plan (case plan). Eligibility for Support Service payments and allowable payment types are defined in [Oregon Administrative Rule](#). Support Service payments may be made by JOBS Contractors to eligible Participants as determined appropriate with ODHS District leadership.

a. Guidance and Tools Available Regarding JOBS Support Service Payments:

- Rules and Regulations: [Case Plan Activities and Standards for Support Services Payments \(OAR 461-190-0211\)](#)
- [JOBS Program Staff Tools Page:](#)
 - JOBS Support Services Guide (SSG)
- Housing and Utility Payments made by contractors are only allowed with Stabilized Living Service (SL)
- Childcare and Transportation payments are not allowed be paid by a contractor – must be paid through ODHS Family Coach.
- Support Service payments are also available through ODHS Family Coaches

b. Contracted Support Service Payments:

1. Description of services or assistance provided (if checked, select all that apply below):

- Ensure there is no duplication of payments (REQUIRED)
- Explore lower cost alternatives or other funding available (REQUIRED)
- District determined staffing threshold (if there is one):

2. Please indicate which of the allowable support service payments will be offered through the contract and indicate which contracted JOBS service the payments are associated with (all other payments must be made by ODHS Family Coaches):

- Books/Supplies (not tuition) associated with (list service(s) associated with payment):

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Housing or Utility Payments **ONLY allowable with Stabilized Living (SL) Service.**

Professional Fees associated with **(list service(s) associated with payment):**

(If "Professional Fees" is checked above, select all that apply below.)

- Oregon Driver's License or Oregon ID card
- GED or high school diploma fee
- OLCC licenses, first aid, food handlers card fees, etc.
- Fees required to complete a background check
- Other please describe: _____

Tools/Equipment associated with **(list service(s) associated with payment):**

Tuition associated with Vocational Training or Self-Initiated Training **(list service(s) associated with payment):**

7. JOBS Service to TANF Leavers and/or Non-TANF Families

Contractors may provide expanded JOBS contracted services to TANF Leavers and/or Support Service payments to TANF Leavers or Non-TANF Families only when approved by ODHS District Leadership and Central Office.

- **TANF Leavers:** "TANF Leavers" are Participants or families who were receiving TANF benefits and services, are no longer eligible for TANF cash assistance, but are still eligible for JOBS contracted services and/or Support Service payments issued by a JOBS Contractor.
- **Non-TANF Families:** "Non-TANF Families" are not receiving TANF benefits but meet the eligibility criteria below.

TANF Leavers or Non-TANF Families must meet all of the following eligibility criteria as verified by the Family Coach or ODHS staff:

- Not currently receiving TANF.
- That include a parent or caretaker relative living with a dependent child under the age 18.
- That have income at or below 250% of the Federal Poverty Level (FPL)
- Meet citizenship or noncitizen eligibility for TANF program

a. Contracted Services for JOBS services to TANF Leavers

Contracted Services for JOBS services to TANF Leavers may be provided for the necessary length of time needed to complete the service started while the Participant was receiving TANF. The purpose of these expanded services to TANF Leavers is to end the dependence of needy parents or caretaker relatives on government benefits by promoting job preparation, work, and family stability.

Contract:
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Prior to contracting for this service, it is imperative that a process is developed with the contractor to ensure those who receive these services meet eligibility identified above.

If a. is checked above, please describe in the two questions below.

1. Please indicate which JOBS services outlined in [section 5](#) above are approved to be provided to eligible TANF Leavers as a continuation of a service started while receiving TANF:

2. Please briefly describe how ongoing eligibility will be determined for TANF Leavers to remain in these services:

b. Support Service Payments for TANF Leavers and/or Non-TANF Families

Support Service Payments for TANF Leavers and/or Non-TANF Families may be provided for a specific crisis or episode of need for no more than four months. Payments must be made by the contractor and are not intended to be recurring. Payments must be staffed with District.

Payments must be allowable based on payment types defined in [Oregon Administrative Rule](#). See [section 6](#) above for more information on Support Service payments.

Please describe which type of Support Service payments will be offered through the contract to TANF Leavers and/or Non-TANF Families:

Please indicate which population(s) may receive Support Service payments through this contract:

- TANF Leavers
- Non-TANF Families

8. Transporting Participants

Appropriate driving risk assessment has been done and submitted to ODHS. (Find risk assessment tool [here](#). It is the first document under "Services and goods risk assessment tool and templates".

Has appropriate level of insurance.

Allowed to transport Participants.

Has the district negotiated any specific rules around transporting Participants?

Describe limitations negotiated with the district:

Contract:
District:

Contract Number:
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Service Deliverables

Contract Service Deliverable Goals – <i>These numbers should match the numbers served in the JOBS Contract Boilerplate.</i>	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025
JOBS Services Provided (monthly average goal)		
JOBS Services Provided (annual goal)		

Contract Payment Standards and Provisions

District Leadership please select payment method(s) for this contract:

Performance-Based Cost Reimbursement

Cost Reimbursement is designed to reimburse providers based on the actual services delivered. Services align with the outcomes and deliverables that are outlined in the contract. This includes, but is not limited to, planned services for referred participants and specific program components, such as site development.

Describe agreed-upon method of payment or details:

Fixed Price

Fixed Price is a payment method that reimburses a contractor a predetermined amount based on the length of the contract and the total contractual budget. Outcomes and deliverables are established; however, payment is not representative of actual services delivered.

This method of payment should be used for smaller contract budgets that do not exceed \$12,500 per month (or \$150,000 per fiscal year) and payment method **must be prior approved** by E&T Manager and regional point prior to final contract execution.

Describe agreed-upon method of payment or details:

Tiered Payment

This payment structure is a combination of both cost reimbursement and fixed prices. This method develops a tiered approach. Target outcomes and deliverables are established. A fixed price is established using number of contracted months/total contact budget. The percent of the targeted outcomes met establish the payment amount to be reimbursed.

Monthly outcomes	Payment rate
76% – 100%	Full Monthly Amount
51% – 75%	75% of Monthly Amount
Baseline: 50%	50% of Monthly Amount

Contract: District:	Contract Number: Page 16 of 17, (12/2022)
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Describe agreed-upon method of payment or details:

Incentive Payment

Incentives can be incorporated into contracts that provide additional funds when certain outcomes are met. These are funds that are earmarked within the full contract budget but are only accessible if base outcomes are met and incentive targets are reached. Incentives are typically used for very specific outcomes, such as educational attainment of a certificate or TANF closures due to employment with a benchmark placement. Incentives should be clear and detailed in how incentives are met, defined (i.e. educational attainment means.... Or benchmark placements are...). Processes must also be established on the frequency of incentive payments (monthly, quarterly, etc.) the verification required with claiming incentive and the process for validating each placement.

Describe agreed-upon method of payment or details:

JOBS Contract Business Plan Budget Details

The "Contract Business Plan Budget Details" is now available as a separate excel spreadsheet to make the calculations easier. This document is a required part of your Business Plan.

Contract: District:	Contract Number: Page 17 of 17, (12/2022)
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Contract Business Plan Budget Details

Contract:	
Contract Number:	
District:	

July 1, 2023 – June 30, 2024 Budget by Cost Category				
	Category	Program	Admin	Total (calculated)
Personnel	Salaries (from Staff Cost Estimate)	\$ -	\$ -	\$ -
	Fringe Benefits (from Staff Cost Estimate)	\$ -	\$ -	\$ -
	Subtotal (calculated)	\$ -	\$ -	\$ -
Non-Personnel	Travel	\$ -	\$ -	\$ -
	Equipment	\$ -	\$ -	\$ -
	Supplies	\$ -	\$ -	\$ -
	Other <i>[please describe here]</i>	\$ -	\$ -	\$ -
	Support Service Payment Budget	\$ -	\$ -	\$ -
	Subtotal (calculated)	\$ -	\$ -	\$ -
Incentive	Incentive Payment Budget (potential to be earned)	\$ -	\$ -	\$ -
Total Contract Budget (calculated)		\$ -	\$ -	\$ -
Admin and Program Percent (calculated)		#DIV/0!	#DIV/0!	#DIV/0!

July 1, 2024 – June 30, 2025 Budget by Cost Category

	Category	Program	Admin	Total (calculated)
Personnel	Salaries (from Staff Cost Estimate)	\$ -	\$ -	\$ -
	Fringe Benefits (from Staff Cost Estimate)	\$ -	\$ -	\$ -
	Subtotal (calculated)	\$ -	\$ -	\$ -
Non-Personnel	Travel	\$ -	\$ -	\$ -
	Equipment	\$ -	\$ -	\$ -
	Supplies	\$ -	\$ -	\$ -
	Other <i>[please describe here]</i>	\$ -	\$ -	\$ -
	Support Service Payment Budget	\$ -	\$ -	\$ -
	Subtotal (calculated)	\$ -	\$ -	\$ -
Incentive	Incentive Payment Budget (potential to be earned)	\$ -	\$ -	\$ -
	Total Contract Budget (calculated)	\$ -	\$ -	\$ -
	Admin and Program Percent (calculated)	#DIV/0!	#DIV/0!	#DIV/0!

(11/2022)

SAMPLE

Staff Cost Estimates Worksheet

This first page is an example. Please use tables on page 2 below.

Please identify whether a particular position is providing admin support (admin cost) or program support (program cost) by placing the data in the admin or program table.

Admin position title	Location	FTE %	Salary	Salary x FTE % (calculated)	Benefit Rate %	Benefit Amount (calculated)	Total (calculated)	Management Position	Number of Staff Supervised
Programs Mgr	Salem	7.50%	\$ 75,000.00	\$ 5,625.00	43.90%	\$ 2,469.38	\$ 8,094.38	Yes	3
Executive Director	Salem	0.40%	\$ 120,000.00	\$ 480.00	41.50%	\$ 199.20	\$ 679.20	Yes	15
Financial Services Administrator	Salem	0.40%	\$ 85,000.00	\$ 340.00	46.40%	\$ 157.76	\$ 497.76	Yes	2
Fiscal Administrator	Salem	3.00%	\$ 82,000.00	\$ 2,460.00	58.20%	\$ 1,431.72	\$ 3,891.72	No	-
IT Mgr	Salem	0.80%	\$ 68,000.00	\$ 544.00	52.60%	\$ 286.14	\$ 830.14	Yes	3
Network Administrator	Salem	0.80%	\$ 50,000.00	\$ 400.00	57.50%	\$ 230.00	\$ 630.00	No	-
Admin totals (calculated)		12.90%	\$ 480,000.00	\$ 9,849.00	300.10%	\$ 4,774.20	\$ 14,623.20		
Program position title	Location	FTE %	Salary	Salary x FTE % (calculated)	Benefit Rate %	Benefit Amount (calculated)	Total (calculated)	Management Position	Number of Staff Supervised
Employment Counselor	Salem	100.00%	\$ 55,000.00	\$ 55,000.00	52.00%	\$ 28,600.00	\$ 83,600.00	No	-
Employment Counselor	Salem	80.00%	\$ 60,000.00	\$ 48,000.00	40.10%	\$ 19,248.00	\$ 67,248.00	No	-
Employment Counselor	Salem	60.00%	\$ 58,000.00	\$ 34,800.00	59.70%	\$ 20,775.60	\$ 55,575.60	No	-
Program totals (calculated)		240.00%	\$ 173,000.00	\$ 137,800.00	151.80%	\$ 68,623.60	\$ 206,423.60		
Totals (calculated)		252.90%	\$ 653,000.00	\$ 147,649.00	451.90%	\$ 73,397.80	\$ 221,046.80		

To add more rows, go to the Review tab and click the "Unprotect Sheet" button. Then you can insert more rows and copy and paste in the calculations.

SAMPLE

Staff Costs Estimate July 1, 2023 – June 30, 2024

Please identify whether a particular position is providing admin support (admin cost) or program support (program cost) by placing the data in the admin or program table.

ADMIN position title	Location	FTE %	Salary	Salary x FTE % (calculated)	Benefit Rate %	Benefit amount (calculated)	Total (calculated)	Management Position	Number of Staff Supervised
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
Admin totals (calculated)		0.00%	\$ -	\$ -	0.00%	\$ -	\$ -		
PROGRAM position title	Location	FTE %	Salary	Salary x FTE % (calculated)	Benefit Rate %	Benefit amount (calculated)	Total (calculated)	Management Position	Number of Staff Supervised
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
Program totals (calculated)		0.00%	\$ -	\$ -	0.00%	\$ -	\$ -		
Totals (calculated)		0.00%	\$ -	\$ -	0.00%	\$ -	\$ -		

SAMPLE

Staff Costs Estimate July 1, 2024 – June 30, 2025

Please identify whether a particular position is providing admin support (admin cost) or program support (program cost) by placing the data in the admin or program table.

ADMIN position title	Location	FTE %	Salary	Salary x FTE % (calculated)	Benefit Rate %	Benefit amount (calculated)	Total (calculated)	Management Position	Number of Staff Supervised
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
Admin totals (calculated)		0.00%	\$ -	\$ -	0.00%	\$ -	\$ -		
PROGRAM position title	Location	FTE %	Salary	Salary x FTE % (calculated)	Benefit Rate %	Benefit amount (calculated)	Total (calculated)	Management Position	Number of Staff Supervised
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
		0%	\$ -	\$ -	0.00%	\$ -	\$ -	Choose one	
Program totals (calculated)		0.00%	\$ -	\$ -	0.00%	\$ -	\$ -		
Totals (calculated)		0.00%	\$ -	\$ -	0.00%	\$ -	\$ -		

(11/2022)

July 1, 2023 – June 30, 2024 Budget Detail JOBS by Activity

JOBS Activity Code	Contracted Services Budget				Percent of total	Services Provided	
	Program	Admin	Incentive	Total		Annual	Cost Per
Adult Basic Education (AB)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Child Related Services (CH)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Drug & Alcohol Services (DA)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
English as a Second Language (ES)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
High School Diploma/GED (HS)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Job Search/Job Readiness (JO)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Job Skills Training (JS)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
On-the-Job Training (JT)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Life Skills (LS)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Medical Related Services (ME)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Mental Health Services (MH)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
JOBS Plus (PL)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Rehabilitative Services (RA)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Self-Initiated Training (SI)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Stabilized Living (SL)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Supported Work (SW)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Vocational Training (VT)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Work Experience (WE)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Subtotal by JOBS Activity	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
SUPPORT SERVICES							
Contracted Support Services - Books/Supplies (not tuition)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Housing/Utilities	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Professional Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Tools/Equipment	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Tuition for VT/SI	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Subtotal Support Services	\$ -	\$ -	\$ -	\$ -	#DIV/0!	-	#DIV/0!
TANF LEAVERS / NON-TANF FAMILIES							
Contracted Services for TANF Leavers (within 250% of FPL)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Support Services for Non-TANF families (within 250% of FPL) - up to 4 months	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Subtotal TANF Leavers / Non-TANF Families	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Grand Total	\$ -	\$ -	\$ -	\$ -		-	#DIV/0!

July 1, 2024- June 30, 2025 Budget Detail JOBS by Activity

JOBS Activity	Contracted Services Budget					Services Provided	
	Program	Admin	Incentive	Total	Percent of total	Annual	Cost Per
Adult Basic Education (AB)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Child Related Services (CH)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Drug & Alcohol Services (DA)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
English as a Second Language (ES)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
High School Diploma/GED (HS)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Job Search/Job Readiness (JO)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Job Skills Training (JS)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
On-the-Job Training (JT)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Life Skills (LS)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Medical Related Services (ME)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Mental Health Services (MH)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
JOBS Plus (PL)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Rehabilitative Services (RA)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Self-Initiated Training (SI)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Stabilized Living (SL)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Supported Work (SW)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Vocational Training (VT)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Work Experience (WE)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Subtotal by JOBS Activity	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
SUPPORT SERVICES							
Contracted Support Services - Books/Supplies (not tuition)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Housing/Utilities	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Professional Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Tools/Equipment	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Contracted Support Services - Tuition for VT/SI	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Subtotal Support Services	\$ -	\$ -	\$ -	\$ -	#DIV/0!	-	#DIV/0!
TANF LEAVERS / NON-TANF FAMILIES							
Contracted Services for TANF Leavers (within 250% of FPL)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Support Services for Non-TANF families (within 250% of FPL) - up to 4 months	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Subtotal TANF Leavers / Non-TANF Families	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	#DIV/0!
Grand Total	\$ -	\$ -	\$ -	\$ -	#DIV/0!	-	#DIV/0!

(11/2022)

EXHIBIT L

Privacy and Security Agreement

1. PURPOSE OF THIS EXHIBIT.

- 1.1. The terms and conditions of this Exhibit L, “Privacy and Security Agreement” (PSA) govern County’s use of Data, and County’s Access to State of Oregon Information Assets and Systems.
- 1.2. County needs the Access described in Exhibit L-1, Third Party Information System Access Request(s) (MSC 0785), hereby incorporated into this PSA by reference, to perform the services described in the Agreement.

2. DEFINITIONS. The following capitalized terms have the following meanings, and apply to the Access granted County under the Agreement:

- 2.1. “Access” means the ability or the means necessary to read, communicate, or otherwise use State of Oregon Data, Network and Information Systems, and Information Assets.
- 2.2. “Breach” means the acquisition, access, exposure, use, disclosure, of an Information Asset (such as Data) in a manner not in compliance with applicable law, rule, or policy, or data loss, misuse, or compromise.
- 2.3. “Client Records” includes any client, applicant, or participant information regardless of the media or source, exchanged between the parties.
- 2.4. “Data” means information created, transmitted, and stored pursuant to the Agreement, including metadata, personal information, and Client Records.
- 2.5. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User’s identification (ID), or theft of computer equipment that uses or stores Data.
- 2.6. “Individual Access Request (IAR)” refers to the ODHS/OHA form used to authorize a User, identify the User’s job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access State of Oregon Network and Information Systems.
- 2.7. “Information Asset(s)” refers to all information provided through ODHS and OHA, regardless of the source, which requires measures for security and privacy. Includes Data.
- 2.8. “Network and Information System(s)” or “Systems” means the State of Oregon’s computer infrastructure which provides personal communications, Data, and Information Assets, regional, wide area, and local networks, and the internetworking of various types of networks.

- 2.9. “User” means any individual (authorized or unauthorized) who Accesses the Network and Information Systems or Information Assets through County’s Access under this Agreement. Authorized Users each have an assigned unique log-on identifier.
3. **AMENDMENTS TO THIS PSA.** Other than as allowed under this section, the parties may amend this PSA only via a written amendment executed in accordance with Section 21 of Exhibit G of the Agreement, and which identifies any amended terms of this PSA.
- 3.1. **Point of Contact Changes.** Each party will provide timely notification to the other of any change of its respective point(s) of contact, including any technical lead, and will name an interim or replacement person in any such notice. Exhibit L-1 will be deemed amended to include the updated information.
- 3.2. **Administrative Changes.** Either party may request other updates to Exhibit L-1 that are, in the sole discretion of ODHS/OHA’s Information Security and Privacy Office, administrative in nature and do not modify the mode of Access or type of Data by submitting a written request to the other party. Upon written authorization of both parties and subsequent written approval by ODHS/OHA’s Information Security and Privacy Office, Exhibit L-1 will be deemed amended to include the updated information.
4. **NOTIFICATIONS.**
- 4.1. **Points of Contact.** The parties have designated their respective points of contact in Exhibit L-1. The parties will facilitate direct communication between their points of contact. The parties will provide timely written notification to the other of any changes in point of contact information.
- 4.2. **Incident and Breach Notifications.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County’s confidentiality obligations, County shall notify the ODHS point of contact, identified in Section 4 of Exhibit L-1 (or delegate) of the Incident or Breach immediately, and in no event more than 24 hours following discovery or notification. If State of Oregon determines that the Incident or Breach requires notification of State of Oregon clients, or other notification required by law, State of Oregon will have sole control over the notification content, timing, and method, subject to County’s obligations under applicable law. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by County to ODHS of the ongoing existence and occurrence of security incidents that are “unsuccessful,” such as “pings” on a firewall, and do not represent Incidents or Breaches.
- 4.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable the State of Oregon to protect its interests.

5. GRANT OF LICENSE.

5.1. **State Systems and Data.** Subject to County’s compliance with the Agreement and this PSA, County and its authorized Users are hereby granted a non-exclusive, non-transferable, and revocable authorization to access and use Network and Information Systems and Information Assets only in accordance with this Exhibit L and applicable laws, rules, and policies. County and its Users shall not participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the Data made available through this Access.

6. DATA PRIVACY. In addition to County’s obligations under Exhibit F, “Special Provisions”, Section 1 regarding Confidentiality of Information:

6.1. **Generally.** County shall hold all Client Records and other information as to personal facts and circumstances obtained by County on ODHS clients as confidential, using the standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the client, the client’s attorney, the responsible parent of a minor child, or the minor child’s guardian except as required by other terms of this PSA, or applicable law. Disclosure of de-identified or aggregate information in summaries, statistical analyses, or on other forms may be agreed upon by the parties in a separate writing.

6.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning clients to persons directly connected with the Work and administration of the Agreement.

6.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specific confidentiality protections under state or federal law. County shall comply with laws and regulations applicable to the information described in Exhibit L-1, including as specified in the Agreement.

6.4. **Training.** County’s employees, subcontractors, and agents who will be granted Access have received training on the privacy and security obligations relating to the Access, including on Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents. This periodic training may include State of Oregon trainings available to third parties on security and use and disclosure of Data.

7. SECURITY REQUIREMENTS.

7.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

7.1.1. Oregon’s Statewide Information and Cyber Security Standards:
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>

- 7.1.2. Oregon’s Statewide Information Security Plan,
<https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>.
 - 7.1.3. Oregon’s Statewide Policies:
<https://www.oregon.gov/das/Pages/policies.aspx#IT>.
 - 7.1.4. ODHS and OHA Information Security and Privacy Policies:
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx?>
 - 7.1.5. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.
 - 7.1.6. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
 - 7.1.7. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.
- 7.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and contractors with this PSA and with any third-party licenses to which Access is subject.
 - 7.3. **Subcontractors.** Upon written request, County shall disclose its subcontractors acquiring Access under this PSA to the ODHS Program Requestor identified in Section 4 of Exhibit L-1 (or delegate).
 - 7.4. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of all Information Assets, including Client Records, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
 - 7.5. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this PSA is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
 - 7.6. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this PSA, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives, access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
 - 7.6.1. Determine County’s compliance with this PSA,
 - 7.6.2. Validate County’s written security risk management plan, or

- 7.6.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Data.
- 7.6.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

8. ACCESS TO ODHS SYSTEMS.

- 8.1. **Review of User Requests.** If required for Access, ODHS will timely review requests, including forms such as the IAR, and will:
 - 8.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
 - 8.1.2. Provide any unique log-on identifier required for authorized individual Access;
 - 8.1.3. Provide updates to approved inquiry processes and instructions to County.
- 8.2. **County's Responsibilities for User Accounts.** County will provide contact information to the ODHS Program Requestor identified in Section 4 of Exhibit L-1 (or delegate) for each person for whom Access is requested.
 - 8.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
 - 8.2.2. Except as otherwise specified or approved by ODHS, neither County nor its Users shall modify, alter, delete, or destroy any Information Asset.
 - 8.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to this Agreement.
 - 8.2.4. County is responsible for ensuring account information for its Users is accurate, complete, and up to date.
- 8.3. **Security.** County shall maintain security of equipment and hardware, and ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss.
- 8.4. **Prevention of Unauthorized Access.** County shall employ privacy and security controls that meet or exceed the standards set in laws, rules, and regulations that are applicable to Access to prevent any Access to State of Oregon Network and Information Systems or Information Assets by its Users that is not authorized in accordance with this PSA and applicable law and shall implement and maintain such safeguards to prevent unauthorized Access.
- 8.5. **Access from Outside the US and its Territories.** Access to Systems from outside the United States and its territories is prohibited unless approved in

advance in writing by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, County shall provide the ODHS Program Requestor identified in Section 4 of Exhibit L-1 with the IP addresses, or IP address range, to be used for Access. County shall immediately communicate to ODHS any changes to the provided IP addresses or IP range, or Access may be affected. Notwithstanding the foregoing, County shall not allow use of any Information Asset in any country or in any manner prohibited by governing applicable law, rule, or policy.

- 8.6. **Authorized Access and Use Only.** No User may Access or use State of Oregon Network and Information Systems or Information Assets for any purpose other than those specifically authorized under the Agreement and this PSA.
 - 8.6.1. Users shall not use Access to obtain or attempt to obtain Access, or any Data or Information Assets not authorized or intentionally made available.
 - 8.6.2. The use and disclosure of any Data is strictly limited to the minimum information necessary for the Work described in the Agreement.
- 8.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Data by County or its Users, may cause the immediate revocation of the Access granted through this PSA, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
- 8.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Data for any purposes other than as allowed under the Agreement, this PSA, and applicable law.
- 8.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems, or interfere with any other entity's use or benefit of Network and Information Systems.
- 8.10. **Prohibition on Data Mining.** County shall not use any data-mining technology on Network and Information Systems or State of Oregon Data for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of State of Oregon Data, stored or transmitted for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized under this PSA.
- 8.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

9. SUSPENSION OR TERMINATION.

- 9.1. Access may be terminated at any time by written agreement of the parties.
- 9.2. Access may be terminated by either party upon 30 calendar days' written notice to the other party.
- 9.3. Access may be terminated immediately upon written notice from County if the Access is no longer needed by County.
- 9.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this PSA. In such event, ODHS will provide immediate written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance written notice to County to cure any deficiency or breach under this PSA.
- 9.5. Either party may terminate Access, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or either party's policies that require such change.

10. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement for any reason whatsoever, County shall comply with its obligations under this Agreement for return of property. In addition:

- 10.1. **Disposal.** County shall ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Data under the Agreement, including this PSA.
- 10.2. **Sanitization.** Except as necessary to meet its records maintenance and audit obligations under the Agreement and applicable law, County shall not retain any copies of State of Oregon Data following expiration or termination of the Agreement. County shall notify ODHS of any conditions that make returning all such Data not feasible. Upon ODHS' written acknowledgement that returning all Data is not feasible, County shall purge or destroy retained State of Oregon Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.
- 10.3. **Protections.** County shall maintain protections required by law and the Agreement, including this PSA, for any retained State of Oregon Data for so long as County (including through any third party) retains it.

11. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections.

12. **SURVIVAL.** The provisions of this PSA which by their nature survive expiration or termination of this Agreement do so survive. This PSA applies to any Access by County, its employees, agents, providers, and subcontractors following its termination.

**Exhibit L-1
Third Party Information System Access Request (MSC 0785)**



SHARED SERVICES
Information Security and Privacy Office



Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a **third-party entity*** (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

④ Hover over **blue** text for more information.

Request type (<i>required</i>): Renewal without changes (user please add agreement number)	Agreement number: 169358
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Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Children, Family & Community Connections (Clackamas County)	
Contact name (<i>first, last</i>):	Jennifer Harvey
Position/title:	Workforce Program Manager
Work street address:	112 11th Street
City, State, ZIP:	Oregon City OR 97045
Phone:	503-867-7500
Email:	jharvey@clackamas.us
Website address (<i>optional</i>):	

Additional contact for third party

This individual will be the contact for setting up or terminating users for the third party. (This is not a DHS/OHA employee.)

Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a [governing contract](#) applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? Yes No

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the [business need](#) for access:

3rd party is a JOBS contractor and requires remote access to the agency network to enter attendance information.

Requested access start date: _____

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via [VPN](#) Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via [Citrix](#)
- Access to folder on [Secure File Transfer Protocol \(SFTP\) server](#)
- Other (*explain below*): Will only use DHS/OHA supplied PC, laptop or workstation: Yes No

Access and information flow will occur from:

Information is exchanged in both directions between DHS/OHA and third party

Scope of access

List all system names the third party needs to access. (*This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific [individual user access request forms](#) must be used to request access for individual third-party employees using the system.*)

- Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.

- Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1	
Name of system: TRACS	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: TRACS State Wide, Base Level User Access, with District Case Plan Development Staff access and permissions to Attestant and Plan Manager Lists.	
Expiration date of access: 6/30/2025	
Information type	
Will information being shared or accessed be identifiable (<i>i.e., names, DOB, address, etc.</i>)?	
<input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (<i>Check all that apply.</i>)	
<input type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	
Information owner review (<i>internal use only</i>)	
Name of reviewer: Ashley Arnold	Review date: 05/26/2023
Access determination:	
Role or group assigned (<i>if applicable</i>):	
Access is: Granted as requested	<input type="text"/>
Reason for determination:	
Add another system	Remove this system (<i>above</i>)

System 2	
Name of system: DHR Mainframe	
Type of access requested: View only (please describe): <input type="text"/>	
Description of access: DHR Mainframe access using a HWC ID permitted to user group access WFUJOBNCN.	
Expiration date of access: 06/30/2025	
Information type	
Will information being shared or accessed be identifiable (<i>i.e., names, DOB, address, etc.</i>)?	
<input checked="" type="radio"/> Yes <input type="radio"/> No	

If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
Information owner review (internal use only)	
Name of reviewer: Ashley Arnold	Review date: 05/26/2023
Access determination:	
Role or group assigned (if applicable):	
Access is: Granted as requested	▾
Reason for determination:	
Add another system	Remove this system (above)

Check all methods the third party will use to access DHS/OHA information systems.

Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access.	
Date: 05.26.23	
Name (first, last):	Cristina Gonzales-Perry
Position/title:	Program Manager
Office:	Oregon City Office
Program:	SSP - 0302
District name:	D15 Clackamas County ODHS
Work street address:	315 Beaver Creek Road
City, State, ZIP:	Oregon City OR 97045
Phone (include ext.):	503-975-7681
Email:	cristina.gonzales-perry@state.or.us

Section 5. Program requestor

The **program requestor** is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

Name (<i>first, last</i>):	Cindy Moon
Position/title:	Program Analyst 1 - CPC
Office:	Oregon City Office
Program:	SSP - 0302
District name:	D15 Clackamas County ODHS
Work street address:	315 Beavercreek Road
City, State, ZIP:	Oregon City OR 97045
Phone (<i>include ext.</i>):	971-673-7107
Email:	cindy.moon@state.or.us

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

Submit by email

DHS/OHA Information Security and Privacy Office use only

Date received: 05.26.23	Date completed: 05.26.23
Date approved by all information owners: 05.26.23	Date executed: N/A
Notes: 785 on file. Part of the 118 process.	
Completed by: Shannon Corr	