



Agreement Number 149597

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **02** to Agreement Number **149597** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

Yamhill County
Acting by and through its Department of Health and Human Services
627 NE Evans Street
McMinnville, Oregon 97128
Attention: Silas Halloran-Steiner and Emily Piper
Telephone: (503) 434-7523
Facsimile: (503) 434-9846
E-mail addresses: halloras@co.yamhill.or.us and pipere@co.yamhill.or.us

hereinafter referred to as “County.”

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) September 30, 2018 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. **Section 1. “Effective Date and Duration”**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 1. **Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on October 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2018~~ **September 30, 2020**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- b. **Exhibit A, Part 1, “Statement of Work”, Section 2., “Definitions”, Subsections f., “Job Retention” and h., “Participant,”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- f. Job Retention means an array of individualized services provided by the County while working with the Participant and employer to discern issues, problems and solutions on the job to ensure Participants employment success. **It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain employment. This will be based on Participant’s preference of disclosure.** Retention has been successfully achieved when the participant has reached 90 days of successful employment and job stability, as defined by VR, has been achieved, whichever comes later. Job retention is not job coaching. See definition for job coaching.
- h. Participant means a DHS client or consumer, that is **has been determined** eligible for VR services, and who is in need of, and can benefit from, rehabilitation services to assist in achieving an employment outcome. **This does not include students that have only been determined potentially eligible for Pre-Employment Transition Services (Pre-ETS).**
- c. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection b., “Job Placement Referrals”, Paragraph (1),”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. The VRC will utilize the standardized Job Placement Referral form and send the completed referral form via email, fax or USPS to the County. The referral will include the Participant’s vocational goal, amount of work hours per week desired by the Participant, disability barriers; predetermined Job Placement track, all other required Services available under this Agreement and additional elements necessary for County to make an informed decision whether to accept or deny the Referral.
- (a) **Prior to the referral meeting described in subsection 3) the Participant is allowed, when available, a brief unpaid interview or informative material for County in order for the participant to make an informed choice regarding who they would like to be referred to. These may include short unpaid meet and greet sessions, County resumes or brochures, video resumes, and other materials which may assist the Participant’s informed choice.**
- (b) **The referral payment is a one-time fee per County, for each Participant as stated in Exhibit A, Part 2, “Payment and Financial Reporting”, Section 2.**

- d. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection b., “Job Replacement Referrals”, Paragraph (5), “Participant Portfolio (Portfolio),”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

(5) Participant Portfolio (Portfolio)

The Portfolio will only be utilized at the request of the VRC through the Job Placement referral form at the time of referral for Job Placement services, or through an Authorization for Purchase (AFP) if requested for participants that do not need Job Placement services, but require assistance with resume building, interview skills and application completion. The Portfolio may not be necessary for all Participants or Job Placement Tracks. Completed Portfolio’s must be submitted prior to or along with the first monthly Job Placement review report, or within 30 days of AFP acceptance for Participants not referred to Job Placement Services. The Portfolio will be individualized for each Participant and will include elements as requested by VRC in the referral form and during the Job Placement Strategy Meeting, or as listed in the AFP for participants not referred to Job Placement Services. Examples of elements that may be requested include a resume, master on-line application in print, video profile, profile page, mock interview skill building and other job preparation activities deemed necessary by the VRC to reach a successful outcome.

Portfolio Acceptance or Rejection

- (a) Accepted: VRC determines that Portfolio includes all required elements and is of acceptable quality. County may submit invoice requesting payment upon acceptance.
- (b) Rejected: The VRC will reject the Portfolio if it does not include all required elements and is not acceptable quality. VRC will give County an additional 15 days to revise the Portfolio to include all required elements and resubmit for VRC approval.
- (c) **Participant Portfolio will not be provided in situations where Participant is receiving or has received Job Search Assistance. Job Search Assistance shall not be provided when a Participant Portfolio was received.**

- e. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection e., “Job Placement,” Paragraph (1)** is hereby amended to add new **Subsections (e) and (f)** to address multiple Job Placements to meet Participant Job hour goals, to read as follows:

- (e) Job Placement in conjunction with Track 2 and Track 3 may require a Participant to use more than one Job Placement in order for them to meet their required work hours as stated in their written Strategy Report described in Section 4 d. This requirement will allow for a special provision to be performed.

- (f) This special provision for Job Placement Track 2 and Track 3 service levels, as authorized by the Participant and VRC, allows for multiple Job Placements to be paid using incremental steps of the standard Job Placement payment levels found in Exhibit A Part 2 Payment and Financial Reporting Section 1) “Achieved Milestone Payments.” Payment will be issued incrementally with 50% of the total payment paid for the first Job placement and 50% paid after the placement that reaches the total number of hours agreed upon in the client’s Strategy Report. An additional 50% payment will be made, only as authorized by VRC, to replace a lost job to achieve the total number of agreed upon hours and reach job retention. Placement payment will be issued by VR, as authorized by VRC, after Participant has been on the job for 3 days and County has submitted required documentation.

f. Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection f., “Job Retention” is deleted in its entirety and restated with the following:

f. Job Retention

- (1) County shall submit a Retention Verification Form and invoice to the VRC if the following expectations have been met:
 - (a) VRC, Participant, County and employer agree that 90 days of successful employment and Job Stability has been achieved.
 - (b) Necessary long-term supports have been established for track 2 & 3.
 - (c) Job matches vocational plan goal and work hours requested on the Referral Form.
- (2) Retention Acceptance or Rejection
 - (a) Acceptance
 - i. County has submitted monthly communications to VRC regarding Participants performance, employer’s expectations and any performance evaluations during the Job Retention period. The report will be submitted in the format approved by VRC.
 - ii. VRC accepts retention and signs Retention Verification Form. VRC pays invoice
 - (b) Rejection. All elements of successful retention have not been met and invoice is not paid.

g. Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement” is hereby amended to add a new Subsection g. “Job Search Assistance” and re-letter “Additional Services as h. as follows: language to be

deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

g. Job Search Assistance

Is a direct service authorized by the VRC and provided in place of Job Placement when the Participant will need limited job search assistance to initiate or help facilitate the Participant's use of community resources in their independent job search.

(1) Job search assistance is a short-term service provided to Participants who are not receiving Job Placement, nor anticipate receiving Job Placement.

Job search assistance may include interview assistance (reducing anxiety), interview debrief, introduction to local Workforce and community partners and career development activities, training on and selection of appropriate interview and/or work clothing, selection of appropriate equipment needed for employment (ex: commercial grade tools), support in arranging possible accommodation needs or equipment for interviews, travel planning to attend a scheduled interview, online applications, and video resume.

(2) Job search assistance is expected to last no more than 10 hours. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager Approval.

(3) County shall develop and deliver to the VRC a written plan utilizing the standard Job Search Assistance Plan within the first two weeks of providing job search assistance. The plan will be individualized for the Participant's particular job search assistance needs and will include an analysis and breakdown of tasks necessary for job search assistance, how these services will be provided to match the Participant's individual learning styles, tools and accommodations needed for Participant's efficiency during job search.

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

(5) Job search assistance rate will be negotiated between the County and the VRC and will be based on fair market value of the service(s).

(6) Portfolio will not be provided if "Job Search Assistance" is provided. Portfolios are intended for all other Job Placement Services not Job Search Assistance.

g. h. Additional Services

- h. Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (2)** is hereby amended by adding new **Subparagraphs (i), (j), and (k)**, to read as follows:
- (i) If the Participant completes less than 20 hours of the assessment, after VRC and Participant have agreed to the placement site, a 50% payment will be authorized. County shall submit the completed CBWA report form with invoice.
 - (j) CBWA’s are tools designed to evaluate the Participant’s needs and abilities in a work site. It is expected that an evaluator will be on site to complete this evaluation and respective reports of their observations. This on site evaluator is included in the flat fees.
 - (k) For Participants needing additional supports, that are unable to participate in and complete the basic tasks of the work site without accommodations, such as a coach to help them accomplish the task, a trained job coach can be hired and provided for the successful completion of this evaluation. VRC and County will determine the extent of support needs for Participant and number of hours appropriate for Participant’s support needs, not to duplicate or overlap with the expectation of the hours the evaluator is already present and completing this evaluation. Job Coaching will be justified according to the support needs of the Participant. Job Coaching will not be paid for in addition to the CBWA’s flat fee if it is used just to show Participant what to do then the Participant is observed and evaluated on this task from that point on, meaning the Participant learns task and is independent in task after brief instruction. This is a standard expectation in the flat fees of these evaluations and are not paid for in additional job coaching services.
- i. Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (3), “Direct Job Placement”, Subparagraph d)** is deleted in its entirety and restated with the following:
- (d) Direct Job Placement Strategy Report fee will be paid upon delivery and acceptance of Direct Job Placement Strategy Report. Placement fee will be paid upon delivery of invoice by the County. Retention fee will be paid upon delivery of the Direct Placement Retention form and invoice by the County. Payment expectations are as follows:
 - i. Strategy Report fee will be paid after 3 days of successful employment.”
 - ii. Direct Placement fee will be paid after 30 days of successful employment.
 - iii. Retention fee will be paid after 90 days of successful employment.

- j. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (4), “Job Coaching”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- (4) Job Coaching: Direct services authorized by the VRC and provided ~~on the~~ **for the** job to teach the participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer.
- k. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (5) “On the Job Training (OJT) Set Up”** is hereby deleted in its entirety and reserved for future use.
- (5) **(Reserved)** ~~On The Job Training (OJT) Set Up: OJT is a time specific training in specific job skills by a hiring employer, which is completed as a wage reimbursement to the employer to compensate for additional training required for the participant to meet all skills requirements of the job.~~
- (a) ~~Set up of an OJT site by the County will be completed at the request of the VRC.~~
- (b) ~~OJT will be initiated upon employers’ agreement to hire a Participant.~~
- (c) ~~OJT is expected to last no longer than three (3) months.~~
- (d) ~~VRC and County will utilize the standard OJT agreement form.~~
- l. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (6), “Targeted Vocational Assessment (TVA)”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- (6) Targeted Vocational Assessment (TVA) is completed in relation to a specific vocational goal and looks at skills and tasks necessary for success in the desired employment fields.
- (a) TVA will only be provided by County at the request of the VRC upon receipt of a TVA Referral form. TVAs may be provided to Participants that have completed Discovery through the ODDS program.
- (b) County shall meet with the VRC and Participant to discuss the required outcome of the TVA, determine what information will be obtained through the TVA and identify the Participants specific vocational goal to ensure an appropriate TVA site is chosen by the County.
- (c) Utilizing information obtained at the meeting, County shall develop a written plan describing how the TVA will be performed and monitored utilizing the standard TVA report form.

The plan will clearly describe the desired outcome and how that outcome will be achieved. County will deliver the plan to the VRC within 10 business days after the meeting.

- i. If VRC accepts the plan then County will proceed with the TVA.
 - ii. If plan does not adequately describe how outcomes will be achieved then VRC will give County the opportunity to revise the plan and resubmit to the VRC for approval.
- (d) TVA's will occur only at integrated employment sites individually developed to match the Participants' specific vocational goal as outlined in the agreed upon monitoring plan. TVA's will not be completed at a business owned or operated by the County.
- (e) TVA's are expected to ~~last a maximum of 8 hours~~ **be 6 to 12 hours. There will be a half payment for VRC approved Participant initiated cancellations.**
- (f) A maximum of three TVA's will be approved by the VRC per Participant case and each must assess a different question or vocational goal. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager approval.
- (g) Upon completion of the TVA County shall submit a comprehensive report completing the standard TVA report form.
- (h) VRC, Participant and County will conduct a post meeting to review the TVA results.
- (i) TVA's are tools designed to evaluate the Participant's needs and abilities in a work site. It is expected that an evaluator will be on site to complete this evaluation and respective reports of their observations. This on site evaluator is included in the flat fees.**
- (j) For Participants needing additional supports, that are unable to participate in and complete the basic tasks of the work site without accommodations, such as a coach to help them accomplish the task, a trained job coach can be hired and provided for the successful completion of this evaluation. VRC and County will determine the extent of support needs for Participant and number of hours appropriate for Participant's support needs, not to duplicate or overlap with the expectation of the hours the evaluator is already present and completing this evaluation. Coaching will be justified according to support needs of the Participant. Coaching will not be paid for in addition to the TVA's flat fee if it is used just to show Participant what to do then the Participant is observed and evaluated on this task from that point on, meaning the**

Participant learns task and is independent in task after brief instruction. This is a standard expectation in the flat fees of these evaluations and are not paid for in additional coaching services.

(k) If the Participant completes less than 6 hours of the assessment, after VRC and Participant have agreed to the placement site, a 50% payment will be authorized. County shall submit the completed TVA report form with invoice.

m. Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection b., “Job Placement Services”, Paragraph (1), “For Job Placement Track 1”, subparagraph (a)i. to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold:**

i. ~~DHS Vocational Rehabilitation (VR) Employment Outcomes Professionals II Training (EOPH) or DHS approved EOPH Equivalent Training~~ **Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent; Mental Health Individual Placement and Support (IPS) approval; Association of People Supporting Employment first (APSE) training, Association of Community Rehabilitation Educators (ACRE) training, or Certified Employment Support Professional (CESP) certification; or a Department approved competency-based employment training; or**

n. Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection b., “Job Placement Services”, Paragraph (1), “For Job Placement Track 1”, Subparagraph (b)i. to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold:**

i. ~~DHS VR EOPH or DHS approved EOPH Equivalent Training~~ **Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent within 12 months of Agreement execution or start of employment under the Agreement, and;**

o. Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection b., “Job Placement Services”, Paragraph (2), “For Job Placement Tracks 2 & 3”, Subparagraph (c) to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold:**

(c) In accordance with ORS 409.050 DHS Vocational Rehabilitation has adopted requirements under OAR 411.345.0030~~(4)~~(e) to meet requirements set forth in Executive Order 15-01 and ensure all populations served by VR are provided services by equally skilled and highly qualified providers. Requirements are as follows:

p. Exhibit A, Part 1, “Statement of Work”, Section 5, “Qualifications”, Subsection c., “Job Coaching Services”, Section (1)(b) to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold:**

- (b) ~~DHS VR EOPH or DHS approved EOPH Equivalent Training~~ **Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent;** or;
- q. **Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection c., “Job Coaching Services”, Section (6)** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- 6) In accordance with ORS 409.050 DHS Vocational Rehabilitation has adopted requirements under OAR 411.345.0030~~(3)(b)(B)~~ to meet requirements set forth in Executive Order 15-01 and ensure all populations served by VR are provided services by equally skilled and highly qualified providers. Requirements are as follows:
- r. **Exhibit A, Part 1, “Statement of Work”, Section 6., “Additional Requirements”** to add a new **subsection g.** to read as follows:
- g. County shall use secured emails when sending confidential information to ensure the information is protected, following the DHS approved email encryption process approved by the DHS OIS department. This is a mandatory requirement to safeguard all protected class information for any DHS Participant.
- s. **Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1., “Payment Provisions.”, Subsection a.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- a. Payments will only be generated through the use of an Authorization For Purchase (AFP). AFPs will be generated by the VRC at the beginning of each step in the Job Placement process that includes a payment and at the initiation of each additional service. The County shall submit a copy of the AFP along with the invoice when requesting payment. **County shall submit invoice no later than 30 days after the rendering of the currently authorized services.**
- t. **Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1., “Payment Provisions.”, Subsection c., Paragraph 2), “Additional Service Payments** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- 2) Additional Service Payments:
- Costs associated with providing Services (doing business) under this Agreement are the responsibility of the County. Achieved Milestones and payments made for additional services by DHS are the only payments that will be made for Job Placement Services.

Job Placement Services – Additional Services	Payment Amount
Direct Placement Fee	Placement Fee = \$2,000.00 <u>\$1,500.00</u> Retention Fee \$1,500.00
<u>Direct Placement Strategy Report Fee</u>	<u>Report Flat Fee=\$500.00</u>
Job Coaching	\$40.00 per hour
On the Job Training Set Up <u>Reserved</u>	Flat Fee = \$750.00 <u>Reserved</u>
Community Based Work Assessment	Flat Fee = \$1,100.00
Targeted Vocational Assessment	Flat Fee = \$300.00 <u>\$450.00</u>
Trial Work Experience	Flat Fee = \$1,100.00
Career Exploration	To Be Negotiated
<u>Job Search Assistance</u>	<u>To Be Negotiated</u>

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 County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The 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) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The 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 the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. 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;
- e. 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>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. 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.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR 97128

Email address: lundeeend@co.yamhill.or.us

Telephone: (503) 434-3208 Facsimile: (503) 434-7553

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/1/19

6. **Signatures.**

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

Yamhill County acting by and through its Department of Health and Human Services

By: [Signature]
Authorized Signature

MARY STARRETT
Printed Name

Chair, Board of Commissioners
Title

10-4-18
Date

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

By: [Signature]
Authorized Signature

Pete Karpa
Printed Name

VR Deputy Director
Title

10/15/18
Date

Approved for Legal Sufficiency:

Jeff Wahl Senior Assistant Attorney General, approval via email on 9/19/2018

Department of Justice _____ Date _____