

POLK COUNTY BOARD OF COMMISSIONERS

DATE: January 11, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

1. **CALL TO ORDER AND NOTE OF ATTENDANCE**
2. **ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Homeless Prevention Advisory Council will be meeting on January 11, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.
 - (c) The Polk Extension Service District will be meeting at 10:00 am on January 18, 2022. The meeting will be in the main conference room located on the first floor of 850 Main St Dallas OR 97338.
3. **COMMENTS (for items not on this agenda)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM January 4, 2023**
6. **APPROVAL OF CONSENT CALENDAR**
7. **LENGTH OF SERVICE AWARDS**
 - **Lynn Hall – 20 years of service**

CONSENT CALENDAR

- (a) **Notification of intent to award a contract, Buena Vista Boat Launch
Cascade Civil Corp
(Matt Hawkins, Admin Services Director)**
- (b) **Polk County Order No. 23-02, Fair Board Reappointment
(Morgan Smith, County Counsel)**
- (c) **Polk County Contract No. 23-04, Service Contract
(Bekah Quiner, Behavioral Health)**
- (d) **Polk County Contract No. 23-05, Employment Contract
(Morgan Smith, County Counsel)**

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

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES January 4, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:01 a.m., Commissioner Mordhorst declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Pope were present Commissioner Gordon was absent.

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

2. ANNOUNCEMENTS

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

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF BOARD MEETING OF December 28, 2022

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF December 28, 2022.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

7. APPOINTMENT OF 2023 CHAIR FOR THE BOARD OF COMMISSIONERS

Commissioner Pope nominated Commissioner Gordon for the 2023 Chair of the Board of Commissioners.

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPOINT COMMISSIONER GORDON TO SERVE AS CHAIR.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

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

- a) Polk County Resolution No. 23-01, In the matter of designating regular public meeting times and dates
- b) Polk County Order No. 23-01, In the matter of designating official newspapers for publication of County public notices

There was no need for an executive session and Commissioner Mordhorst adjourned the meeting at 9:03 am.

POLK COUNTY BOARD OF COMMISSIONERS

Lyle Mordhorst, Chair

Craig Pope, Commissioner

Jeremy Gordon, Commissioner



HUMAN RESOURCES

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

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: December 27, 2022
SUBJECT: Award Construction Contract

Wednesday – January 11, 2023 (Consent)

RECOMMENDATION:

The Board of Commissioners approve the award of the Buena Vista Boat Launch contract to Cascade Civil Corp.

ISSUE:

Shall the Board award a contract?

BACKGROUND:

The County has been working toward this finalized Buena Vista Park/Boat Launch project for over 10 years at this point. In June of 2021 the County was awarded \$1.6 million in grant funds from the Oregon State Marine Board and Oregon Department of Fish and Wildlife to complete this final phase of the project. The Oregon State Marine Board and Oregon Department of Fish and Wildlife have agreed to an extension of these funds we requested.

The final phase of the project will include a new and updated parking area at the lower level of the park; a new boat launch that will be angled to make it more optional for boaters; a new floating dock for use by non-motorized users; and an additional bathroom for users of the park and boat launch.

In November we advertised for bidders on the project with a bid opening date of December 14, 2022. We had a total of four bids come in for the bid opening. Of those bids Cascade Civil Corp was the lowest bid at \$1,399,091.00 and met all requirements under the advertisement.

As you are well aware this is our second bid attempt on this project as the previous contractor failed to complete the project and we are currently seeking remedy through the bond process on that contract. This latest bid is more than the previous bid and we are hoping to have the bond cover the additional costs that we will incur.

TO: Board of Commissioners
FROM: Nicole Pineda, Executive Assistant
DATE: January 4, 2023
SUBJECT: Fair Board Reappointment

RECOMMENDATION:

That the BOC approve the reappointment of Shellie Berry to the Fair Board, terms to expire December 31, 2025.

ISSUE:

Should Polk County reappointment Shellie Berry to the Fair Board?

BACKGROUND:

Shellie Berry is a current member of the Fair Board, and has reapplied to serve another term.

FISCAL IMPACT:

None.

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6 BEFORE THE BOARD OF COMMISSIONERS FOR
7 POLK COUNTY, OREGON
8
9

10 In the Matter of ReAppointing)
11 Members to the)
12 Polk County Fair Board)

13
14 **ORDER NO. 23-02**
15

16 WHEREAS, the Polk County Board of Commissioners, pursuant to ORS 565.210 have the
17 authority to appoint a Fair Board to oversee the operations of the Polk County Fair; and
18

19 WHEREAS, the Statutes which govern operation of the Polk County Fair Board allow for
20 appointment of Members to three (3) year terms; and
21

22 WHEREAS, the Polk County Commissioners have sought out qualified individuals to serve
23 on the Fair Board for the Polk County Fair;
24

25 **NOW THEREFORE, THE POLK COUNTY THE POLK COUNTY BOARD OF**
26 **COMMISSIONERS HEREBY ORDERS THAT:**
27

28 Shellie Berry is reappointed to the Polk County Fair Board. Term of appointment is
29 through December 31, 2025.
30

31 Dated this 11th day of January, 2023, at Dallas, Oregon.
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33 BOARD OF COMMISSIONERS
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36 _____
37 Jeremy Gordon, Chair
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41 Approved as to Form:
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40 _____
41 Craig Pope, Commissioner
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44 _____
45 Morgan Smith
46 County Counsel

44 _____
45 Lyle Mordhorst, Commissioner
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Contract Review Sheet

Staff Contact: _____ Phone Number (Ext): _____

Department: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Through: _____

Contract Amount: \$ _____

Background:

Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CONTRACT & AGREEMENT SUMMARY**DEPARTMENT:** POLK COUNTY HEALTH SERVICES**CONTACT PERSON:** Bekah Quiner**DATE ISSUED:** 12/21/2022**CONTRACTOR:** Jessica Helms21315 Savage RoadSheridan, OR 97378**SS#/I.D.#:** ON FILE**SERVICES PROVIDED:** To provide services as outlined in exhibit B.**EFFECTIVE DATES:** From: February 1, 2023 **Through:** June 30, 2023**BUDGET LINE NUMBER(S):** 240-8540-540-M25**DOLLAR AMOUNT:** **Terms (monthly/hourly):** Rates per Exhibits B**Total dollars for the Behavioral Health Program:** \$Varies**ADDITIONAL COMMENTS AND/OR INFORMATION:****NOTIFY ACCOUNTING MANAGER IMMEDIATELY OF ANY CONTRACT
TERMINATION**-----
(Do Not Write Below This Line)**FOLLOW-UP CHECKLIST**

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

AGREEMENT

This Agreement is made and entered into by and between

POLK COUNTY, a political subdivision of the
State of Oregon

EBI Policy
#

AB 1537

POLK COUNTY COURTHOUSE

DALLAS, OR 97338

hereinafter referred to as "County" and

SSN#/ID#: ON FILE

hereinafter referred to as "Contractor"; and,

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

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

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

SECTION I - DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

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

SECTION II - CONSIDERATION

- 1) As consideration for the services provided by the Contractor during the period beginning February 1, 2023, and ending June 30, 2023, payment shall be retroactive for approved services provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.
- 2) Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- 3) The County will pay to the Contractor, by check(s) or ACH direct payment upon receipt of an authorized billing document at the rates outlined in Exhibit B and as approved by Polk County. Billings shall be submitted to Polk County Health Services Business Services Department, 182 SW Academy, Dallas, Oregon 97338. Contractors using the Credible electronic health record system shall have all services entered into the system within three days of the delivery of the services. Billing documents shall be submitted three days after the close of business on the last weekday of each month. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- 4) It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- 5) Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
 - a) Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - b) This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits.
 - c) The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has

the assistance of other persons in the performance of this Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411.

- 6) Exhibit A – Business Associate Agreement attached hereto is by this reference incorporated herein and made an integral part of this agreement.

SECTION III – GENERAL PROVISIONS

- 1) Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 2) Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- 3) Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.
- 4) Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- 5) Contractor-client Relationship: The Contractor will establish a system through which a client and/or the client's parents or guardian may represent grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's service, the Contractor will advise the child and parents or guardian of the provision. The Contractor shall notify the County of all unresolved grievances.
- 6) Safeguarding of Client Information:
 - a) The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the County, or if the County is not the recipient, on written consent of the recipient or attorney, or otherwise compliant with Contractor's obligations under Exhibit A.

- b) For the purposes of safeguarding protected client information, Contractor agrees to abide by all County rules and regulations regarding Communication technology as documented in the County's Communications Technology Policy. Contractors providing services from a County facility will be provided appropriate County equipment to perform its duties under this agreement. To the extent that Contractor elects to use their own technology (computer, cellular phone, etc...) Contractor warrants that such equipment shall be compliant with County rules and regulations, and its obligations under Exhibit A.
- 7) Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- 8) Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
- a) The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with Federal regulations and the County's guidelines on allowable use of funds paid by the County under this Agreement.
 - b) The Contractor agrees to maintain fiscal records consistent with generally accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this Agreement. The Contractor shall make these records available at reasonable times upon request to State and Federal personnel, and other persons authorized by the County.
 - c) The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- 9) Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- 10) Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started

before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

11) Insurance:

- a) Contractor agrees that it is an independent contractor and not an agent of the County. The Contractor and the County shall not be responsible for any legal liability, loss, malpractice, damages, costs and expenses arising in favor of any person on account of personal injuries, death or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from the acts or omissions of the other party under this Agreement.
- b) Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities, operations, and omissions of the Contractor, all subcontractors, and all named additional insureds. Contractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than one million dollars (\$1,000,000) with provision for increased coverage as such limits are increased by legislative action. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally and in writing.
- c) As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, to Polk County Health Services, 182 SW Academy Street, Suite 204, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
- d) There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.

12) Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so

long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

- 13) Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.
- 14) Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
- 15) Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- 16) Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by both party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - a) If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the Agreement may be modified in accordance with the paragraph entitled "Re-negotiation or Modification" to accommodate a reduction in funds.
 - b) If Federal or State laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for

purchase under this Agreement or no longer qualify for the funding proposed for payments authorized by this Agreement.

- c) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
 - d) Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date, which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercises the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the Agreement is terminated under this clause.
 - e) The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:
 - i) If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
 - ii) If the Contractor fails to perform any of the other requirements of this Agreement; or
 - iii) If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
 - f) If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.
- 17) Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.

- 18) Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".
- 19) Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 20) Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- 21) Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, religion, sex, sexual orientation, national origin, marital status or age, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- 22) Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.
- 23) Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- 24) Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

- 25) Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by a qualified entity to determine the nature of any criminal activity the Contractor may have been involved in. Contractor agrees to provide verification that such a Criminal History Records Check has been completed by a qualified entity. No work will be assigned to Contractor until Criminal History Check is completed and verified by the qualified entity.

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

A. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:

1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract.
2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivisions thereof, on account of any labor or material furnished.
4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing Polk County may pay such claim to the person furnishing the labor or services and charge the amount of payment against funds due or to become due the Contractor by reason of this contract. Payment of a claim in this manner shall not relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.

C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving overtime.

D. Payment for Medical Care: Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such

SIGNATURE PAGE

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

Exhibit A – Business Associate Agreement

Exhibit B – Scope of Work

Dated this 1st day of January, 2023

BY:

Jessica Helms
JESSICA HELMS, CONTRACTOR

Dated this _____ day of _____, 2023

BY:

COMMISSIONERS

CHAIR			
POLK	COUNTY	BOARD	OF

Approved as to Form

COUNTY COUNSEL

services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.

E. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.

F. Health Care Benefits for Employees: The Contractor shall provide health care benefits to all employees who are performing services previously performed by public employees if the conditions specified in ORS 653.767 require such payment. Benefits must equal or exceed those benefits specified in ORS 279.315(3). This clause does not apply to contracts for temporary, non-ongoing or nonrecurring contracts.

G. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

EXHIBIT "A"
BUSINESS ASSOCIATE AGREEMENT

Between
POLK COUNTY
And
JESSICA HELMS

1) DEFINITIONS

Except as otherwise defined in this *Business Associate Agreement* (BA Agreement), any and all italicized terms herein shall have the same definition as those in the HIPAA Privacy Rule. ¹ Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred as "COUNTY" and Jessica Helms shall be referred to as "CONTRACTOR".

2) OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- a) CONTRACTOR agrees to not use or disclose *Protected Health Information* other than as permitted or required by this BA Agreement or as permitted or required by law.
- b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BA Agreement.
- c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this BA Agreement.
- d) CONTRACTOR agrees to report to the COUNTY any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.
- e) CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, CONTRACTOR on behalf of the COUNTY agrees to the same restrictions and conditions that apply through this BA Agreement to CONTRACTOR with respect to such information.
- f) In the event that it is found to be applicable, CONTRACTOR agrees to provide access, at the request of the COUNTY, and in the time and manner necessary for reasonable compliance, to Protected Health Information in a *Designated Record Set* to the COUNTY or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.
- g) In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.

¹ The use and disclosure of protected health information in performance of Business Associate functions is governed by the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), referred to as the Privacy Rule, which were issued by the United States Department of Health and Human Services pursuant to Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The use and disclosure of protected health information is also governed by laws of the State of Oregon and by other federal laws.

- h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY available to the COUNTY or to the *Secretary of the Department of Health and Human Services*, in a time and manner agreed between the COUNTY and CONTRACTOR or designated by the Secretary, for purposes of the Secretary determining the COUNTY'S compliance with the Privacy Rule.
- i) CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- j) CONTRACTOR agrees to provide to the COUNTY or an Individual, in the time and manner necessary for reasonable compliance, information collected in accordance with section 2.1 of this BA Agreement, to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3) PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- a) Except as otherwise limited in this BA Agreement, CONTRACTOR may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of the COUNTY as specified in the Polk County Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

4) OBLIGATIONS OF THE COUNTY

- a) The COUNTY shall notify CONTRACTOR of any limitation(s) in the *Notice of Privacy Practices* of the COUNTY in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
- b) The COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
- c) The COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that the COUNTY has agreed to in

accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

5) PERMISSIBLE REQUESTS BY THE COUNTY

The COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the COUNTY except if such use or disclosure is permitted under the Agreement between the COUNTY and CONTRACTOR.

6) TERM AND TERMINATION

- a) Term. This BA Agreement shall be effective as of February 1, 2023, and shall terminate when all of the Protected Health Information provided by the COUNTY to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COUNTY, is destroyed or returned to the COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
 - (1) Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section 16.B1 of the Polk County Agreement; or
 - (2) Provide an opportunity for CONTRACTOR to terminate this BA Agreement and the Polk County Agreement within the timeline specified in Section 16 of the Polk County Agreement. At the direction of its Board of Directors, the COUNTY may terminate this BA Agreement and the Polk County Agreement as permitted in Section 16 of the Polk County Agreement if CONTRACTOR has not cured the breach upon conclusion of the technical assistance and corrective action described in paragraph (i.) of this section; or
 - (3) If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- c) Effect of Termination.
 - (1) Except as provided in paragraph (ii.) of this section, upon termination of this BA Agreement, for any reason, CONTRACTOR shall return or destroy all Protected Health Information received from the COUNTY, or created or received by CONTRACTOR on behalf of the COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
 - (2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to the COUNTY written notification of the conditions that make return or destruction infeasible. Upon written acknowledgement by the COUNTY that the return or destruction of Protected Health Information is infeasible, CONTRACTOR shall extend the protections of this BA Agreement to such

Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposed that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7) MISCELLANEOUS

- a) Regulatory References. References in this BA Agreement to the Privacy Rule or any section of the Privacy Rule means the Privacy Rule or section as in effect or as amended.
- b) Amendment. The COUNTY and CONTRACTOR agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for the COUNTY to comply with the requirement of the Privacy Rule and HIPAA.
- c) Survival. The respective rights and obligations of CONTRACTOR under Section 6.C of this BA Agreement shall survive the termination of this BA Agreement.
- d) Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the COUNTY to comply with the Privacy Rule. In the event of any inconsistency between the provisions of this BA Agreement and the mandatory provisions of the Privacy Rule, the Privacy Rule shall control. Where laws in the State of Oregon or other federal law is more stringent than the Privacy Rule, the more stringent Oregon or federal law shall control.

8) SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

- a) Background Requirement: The COUNTY, in accordance with § 164.306 and § 164.308 (b), may permit the CONTRACTOR to create, receive, maintain, or transmit Electronic Protected Health Information on the COUNTY'S behalf only if the COUNTY obtains satisfactory assurances, in accordance with § 164.314(a) that the CONTRACTOR will appropriately safeguard the information. The COUNTY must document the satisfactory assurances through a written contract or other arrangement with the CONTRACTOR.
- b) Part I. Security Assurances: The CONTRACTOR will Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the COUNTY as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164);
 - (1) Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
 - (2) Report to the COUNTY any security incident of which it becomes aware,
 - (3) Authorize termination of the contract by the COUNTY, if the COUNTY determines that the business associate has violated a material term of the contract.
- c) Part II. Other arrangements: When the COUNTY and the CONTRACTOR are both governmental entities, the COUNTY is in compliance with the requirements if:

- (1) It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or
 - (2) Other law (including regulations adopted by the COUNTY or the CONTRACTOR) contains requirements applicable to the CONTRACTOR that accomplish the objectives of Part I.
- d) If the CONTRACTOR is required by law to perform a function or activity on behalf of the COUNTY or to provide a service described in the definition of CONTRACTOR as specified in § 160.103 of the regulation to the COUNTY, the COUNTY may permit the CONTRACTOR to create, receive, maintain, or transmit Electronic Protected Health Information on its behalf to the extent necessary to comply with the legal mandate without meeting the requirements of Part I., although the COUNTY will attempt in good faith to obtain satisfactory assurances as required by Part I. (A), and will document the attempt and the reasons that these assurances cannot be obtained, if not obtained.

EXHIBIT B

SPECIAL CONDITIONS

SCOPE:

Qualified contract clinicians will provide crisis response services after normal business hours, weekends, and holidays. Crisis services are provided to anyone in Polk County at the time of the crisis event.

Polk County Behavioral Health (PCBH) provides crisis response services 24 hours a day, 7 days a week, 365 days a year. PCBH staff provide crisis services during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. In addition, PCBH provides a back-up system for consultation and /or support to the after-hours contract crisis workers.

CUSTOMER SERVICE:

Polk County Behavioral Health has developed strong community relationships with law enforcement, hospitals, community agencies and residents; maintaining these relationships is critical. Please extend every effort in utilizing available resources to keep law enforcement informed of the progress of the crisis. All calls should be handled in a professional manner. CONTRACTORS for Polk County are responsible for developing and maintaining resource reference documentation for their own use.

SYSTEMS OVERVIEW:

Northwest Human Services Hotline or 911/988 dispatch will screen all calls originating from Polk County and will call CONTRACTOR if necessary. Calls may be resolved over the phone if clinically appropriate; however, the CONTRACTOR may be required to go into the field. CONTRACTOR should not give out their phone number unless necessary for the immediate crisis. The NWHS Hotline records the call time and CONTRACTOR response time. It is expected that the CONTRACTOR will respond within five (5) minutes. If the CONTRACTOR does not respond, NWHS Hotline will contact PCBH After Hours back-up staff.

PCBH also contracts with Marion County's Psychiatric Crisis Center (PCC) to provide after-hours crisis screening services. PCC screeners will handle Polk County individuals who walk into PCC or arrive at the hospital emergency room, and CONTRACTORS will not be paged. All individual arriving at the Salem Emergency Room, who have not been directed by PCBH or CONTRACTOR, will be screened by PCC screeners. PCC and CONTRACTOR do not screen individuals at Good Samaritan Hospital in Corvallis, Oregon.

Whenever possible, all crises should be diverted from hospitalization if the appropriate resources are available. When the CONTRACTOR hospitalizes an individual, Salem Hospital must be approached first for bed space, if no space is available, Good

Samaritan Hospital in Corvallis must be approached. If Salem Hospital and Good Samaritan Hospital in Corvallis are not available then a bed can be located in any available Hospital.

BASIC CRITERIA:

1. Respond to all calls within 5 minutes. It is recommended that the CONTRACTOR's phone is left on at all times during their scheduled shift when the CONTRACTOR is on-call. The CONTRACTOR is responsible for providing a cell phone number.
2. Response to Polk County Jail and West Valley Hospital requests for crisis services must be conducted on-site. Law enforcement will often require CONTRACTOR to meet them at the site of a crisis. Every effort should be made to free up the law enforcement officer, without sacrificing safety or common sense, so he/she may return to other duties. Only hospitals can dismiss an officer.
3. CONTRACTOR may be required to conduct a face-to-face screening and coordinate hospitalization as a last resort.
4. CONTRACTOR is required to maintain records for activity of each call.
5. CONTRACTOR will obtain all required information over the phone. Documentation of services must be provided in typed, electronic format on approved Polk County forms. The forms must be completely filled out for all face-to-face screenings, including: name, DOB, address and telephone number, marital status, legal status, county of responsibility, race and sex, education and employment, living situation, insurance and, if applicable, a Medicaid number. All screenings must include a DSM-V Diagnosis and all additional information as requested on the form must be completed. The time of the call or calls and total time spent on each crisis case must also be documented.
6. CONTRACTOR is required to provide Polk County Behavioral Health with documentation of the previous night's activities and services, which must be provided in typed, electronic format on approved Polk County forms and submitted electronically by 10:00 am the next morning. The electronically submitted document should be considered the Contractor's final submission and reflect the accurate times of the services that were provided. Contractors must use the templates supplied by the County and complete them in a typed, electronic format. In addition, a phone call must be made to a member of the PCBH Forensic & Acute Care team by 8:15 a.m. the following morning with a summary and any requested/suggested follow up of the prior night's activities.
7. CONTRACTOR is required to provide after-hours crisis support to nursing homes, group homes, residential care facilities, foster homes, semi-independent and supported living situations, hospitals, jail and community.

8. CONTRACTOR is to perform all services in a helpful, professional, cooperative, and friendly manner.
9. All crisis calls, regardless of the individual's ability to pay, shall receive the same level of care and attention.
10. CONTRACTOR must notify PCBH, 911/988 dispatch and the Hot Line if there are any schedule changes. The County, in consultation with the CONTRACTORS, will generate an "on call" schedule updated monthly. This schedule will be distributed by the County to the CONTRACTORS, NWHHS Crisis Hotline, and 911/988 Dispatch.
11. CONTRACTORS are responsible for responding to, and resolving the crisis at hand in a prompt and professional manner.
12. CONTRACTORS are required to attend two meetings each year. These meetings will be for coordinating schedules, clinical supervision of cases, reviewing systems and issues, and open discussion. In addition, PCBH may require CONTRACTOR to attend up to two additional meetings each year.

NOTE: Often the CONTRACTOR will be making the decision as to whether to go into the field or complete a phone screening for a crisis. The agency involved in the crisis will often expect the CONTRACTOR to be present on site even though the CONTRACTOR feels the crisis may be handled over the phone. The agency caller may seem confused or uncertain of which course to take, or may have run out of options and request the CONTRACTOR arrive onsite. The CONTRACTOR's role as the COUNTY representative is to support the agency, by arriving on site, being a team player, and helping in the coordination of crisis resolution.

PAPERWORK:

CONTRACTORS will be using approved forms. The COUNTY will provide CONTRACTORS with master copies of these forms, which may be kept as resource reference documentation.

SPECIAL CONDITIONS

1. CONTRACTOR shall receive \$3.00 per hour of on-call services or when required to be available by pager or telephone. This fee includes all operating costs, operating and maintaining beepers, cell phones, faxing charges, envelopes, and stamps that are used for carrying out duties required. It is the responsibility of the CONTRACTOR to ensure that their phone is on and operable for the shift and that they may be reached.

2. If the CONTRACTOR fails to respond in a timely manner and a back-up must be called to respond the CONTRACTOR will forfeit the on-call fee for that day. The only exception to this rule will be if the CONTRACTOR is currently handling another Polk County crisis. If non-responsiveness becomes a consistent pattern or problem it could result in immediate termination of this contract.
3. PCBH may call the CONTRACTOR when he/she is the on-call screener to inform them of a pending crisis or a situation, which may require their attention. This time is non billable, as it is a courtesy service to the CONTRACTOR.
4. CONTRACTOR shall receive \$50.00 per hour when engaged in a crisis call. CONTRACTOR may bill the COUNTY \$12.50 per billable unit (15 minutes), with a two unit minimum for each separate crisis. For example: Individual A calls at 3:00 a.m. and speaks for 10 minutes. Individual B calls at 3:30 a.m. and speaks for 5 minutes. Both calls may be billed at two units. However, if Individual A calls again at 4:00 a.m. and talks for 15 minutes and calls again at 5:30 a.m. and talks for another 15 minutes, the call at 4:00 a.m. is not a billable unit, but the call at 5:30 a.m. is an additional billable unit. There will be no reimbursement for mileage. Travel time will be paid portal to portal.
5. CONTRACTOR shall receive \$60.00 per hour when engaged in a crisis call on a County observed holiday.
6. CONTRACTOR is to be mindful that at all times Polk County Behavioral Health is committed to providing the least restrictive course of intervention for individuals in crisis.

Therefore, hospitalization of individuals should be reviewed as the last resort. A consistent pattern of inappropriate hospitalizations of Polk COUNTY residents will result in immediate termination of this agreement.

ADDITIONAL INFORMATION AND CONDITIONS FOR SECONDARY PAGER:

1. The Northwest Human Services Hotline and 911/988 dispatch screen all crisis calls deriving from Polk County and will call the primary on-call CONTRACTOR. When the back-up PCBH staff receives a call, it is because Northwest Human Services Hotline or 911/988 dispatch did not receive a response within five (5) minutes from the primary on-call CONTRACTOR or the primary on-call CONTRACTOR needs help due to work load or needs consultation.
2. PCBH staff providing secondary "fail-safe" crisis response services after normal business hours shall carry the secondary pager on an assigned rotation, usually weekly.
3. CONTRACTOR is responsible for their portion of the scheduled rotation. Any changes to the after-hours schedule are the responsibility of the CONTRACTOR requesting the change. The PCBH Crisis Supervisor must be notified as soon as

possible when a schedule change is needed and Alternate CONTRACTORs will be contacted to fulfill the gap in the after hour's schedule. Please schedule changes as far in advance as possible. If the schedule change is an emergency (e.g. illness) call the PCBH back up clinician. The Supervisor will notify the Hotline, 911/988 dispatch and PCBH of the date, time, and name of the person covering their hours. All this must be done to ensure a smooth hand-off to the substitute CONTRACTOR, **PRIOR** to the change taking place.

4. All other conditions for after-hours crisis on-call services will remain the same. When engaged in a crisis call the CONTRACTOR will assume all duties of the primary on-call person. All paperwork and billings shall be handled as outlined above.

PCBH CONTACTS:

1. Doug Akin, Forensic & Acute Care Supervisor - Cell: 503-302-7381
Email: akin.doug@co.polk.or.us,
2. Jennifer Lief, Health Services Division I Manager – Cell: 971-901-1688
Email: lief.jennifer@o.polk.or.us

EMPLOYMENT AGREEMENT

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

WHEREAS, Polk County is desirous of engaging the services of Employee as the Information Technology Special Projects Manager for Polk County, and Employee is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

Section 1. Employment

In consideration of the salary payments and other benefits to Employee hereafter described, Employee agrees to perform the assigned duties for Polk County Information Technology Special Projects Manager, and to carry out to the best of his ability all the duties imposed on him by Polk County through its Board of Commissioners.

Section 2. Term of Agreement

The term of this Agreement shall be for a period beginning January 1, 2023 through December 31, 2023. Employee is obligated to give thirty (30) days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of Employee at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

Section 3. Compensation

Polk County shall pay, starting at the time of signature, to Employee, and Employee shall accept in payment for his/her services hereunder, compensation at the rate of \$80.00 per hour, payable monthly when other employees of Polk County are paid, while this Agreement is in effect.

Section 4. Benefits Generally

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

Section 5. Personnel Rules

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

Section 6. Waiver or Modification

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

Section 7. Disputes

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

Section 8. Severability

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

Section 9. Consulting

During the duration of this Agreement, Anderson may provide consulting services to outside organizations as long as it does not conflict or adversely affect Polk County. Prior to providing consulting services, Anderson will notify the Administrative Officer or the Board of Commissioners of these consulting services.

In the course of providing these consulting services, Anderson, as part of his compensation package may at times utilize County equipment (telephone, personal computer, printer, paper). This use of equipment shall be on an occasional basis and shall not exceed \$50/month in costs. This allowance for use of County equipment occurs based on the fact that Anderson utilizes personal equipment at his residence to maintain and upgrade County software programs.

Section 10. Governing Law

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____ 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope



Employee

Lyle Moordhorst

Approved as to form:



County Counsel