

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** March 8, 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 March 8, 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 Grand Ronde Sanitary District Board is meeting on March 15, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.
- 3. COMMENTS (for items not on this agenda)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM March 1, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. RURAL POLK COUNTY POINT IN TIME UNSHELTERED HOMELESS COUNT – Brent DeMoe & Amber Kramer**
- 8. RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**

**CONSENT CALENDAR**

- (a) Polk County Contract No. 23-31, IGA with Lake County  
(Morgan Smith, County Counsel)
- (b) Polk County Contract No. 23-32, Betty Sledge Enterprises  
(Rosana Warren, Behavioral Health)
- (c) Polk County Contract No. 23-33, Service Contract  
(Rosana Warren, Behavioral Health)
- (d) Polk County Contract No. 23-34, Service Contract  
(Rosana Warren, Behavioral Health)
- (e) Polk County Contract No. 23-35, Oregon Dept of Human Services  
(Rosana Warren, Health Services Developmental Disabilities)
- (f) Polk County Contract No. 23-36, Oregon Health Authority  
(Rosana Warren, Public Health)
- (g) Polk County Contract No. 23-37, OHSU  
(Rosana Warren, Public Health)

- (h) Polk County Contract No. 23-38, Multnomah Education Service District  
(Rosana Warren, Public Health)
- (i) Polk County Contract No. 23-39, Service Contract  
(Rosana Warren, Public Health)

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

**ADJOURNMENT**

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS  
GUIDELINE FOR CITIZENS

\*\*\*\*\*

REGULAR MEETING AGENDA

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

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APPEARANCE OF INTERESTED CITIZENS

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

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PUBLIC HEARING FORMAT  
Land Use

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

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES March 1, 2023**

**1. CALL TO ORDER & ATTENDANCE**

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

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.

The Homeless Prevention Advisory Council will be meeting on March 8, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.

**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 BOARD.**

**5. APPROVAL OF MINUTES OF BOARD MEETING OF February 22, 2023**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF February 22, 2023.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**6. APPROVAL OF CONSENT CALENDAR**

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

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

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

- a) Polk County Contract No. 23-29 (Amendment 1 to Contract No. 19-127), Pacific Source  
(Tami Stump, Behavioral Health)
- b) Polk County Order No. 23-06, In the matter of selling property not needed for public use Pursuan to ORS 275.110  
(Morgan Smith, County Counsel)



There was no need for an executive session and Commissioner Gordon adjourned the meeting at 9:02 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Jeremy Gordon, Chair

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Craig Pope, Commissioner

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Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda  
Approved: March 8, 2023



## 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:** February 10, 2023  
**SUBJECT:** Reclassification of a Health Services Supervisor I

**Wednesday – March 8, 2023 (5 minutes)**

#### **RECOMMENDATION:**

The Board of Commissioners approve the reclassification of a Health Services Supervisor I.

#### **ISSUE:**

Shall the Board approve the reclassifications?

#### **DISCUSSION:**

It is recommended that Colette Adelman in Health Services be reclassified from a Health Services Supervisor I to a Health Services Supervisor II. Colette is being asked to supervise an additional team within Health Services which is the requirement and reasoning for the Health Services Supervisor II position and thus the reason they have asked to reclassify her.

Colette is currently at step 7 of the Health Services Supervisor I position which is \$6,148. If the reclassification is approved she will move to step 6 of the Health Services Supervisor II position which is \$6,458.

Should the reclassification be approved it would be effective March 1, 2023.

#### **FISCAL IMPACT:**

This reclassification will have an impact on the budget for FY 22-23 of approximately \$5,000 including PERS contribution should it be for 12 months.



2023

# RURAL POLK COUNTY

## POINT IN TIME COUNT METHODOLOGY REPORT



# Introduction

**Every year during the last ten days of January, our region conducts a comprehensive count of the local population experiencing homelessness. The Point In Time (PIT) Count measures the prevalence of homelessness in each community and collects information on individuals and families experiencing homelessness.**

This year, The Polk County Family & Community Outreach Department (FCO) partnered with multiple agencies to survey people throughout rural Polk County (excluding West Salem), not only about where they slept on the night of January 23, 2023, but also about other barriers they face related to housing.

FCO staff created a survey unique to rural Polk County to match the HUD required questions in the PIT Count survey but allowed the survey to continue beyond the question of "where did you sleep on the night of January 23, 2023?". This allowed us to continue interviews and collect data relevant to the people we are trying to reach with our homelessness prevention efforts. We collected information about people who are not only literally street homeless but are also doubled up, couch surfing, sleeping in RVs, or experiencing other barriers to safe and secure housing. This also allowed us to ask additional questions that were important to individual communities in rural Polk County, such as "do you have previous ties to the town/community that you are currently staying in?" The data collected through this survey was later uploaded into the HUD app, *Counting Us*.

Because street camping isn't predominantly visible in rural Polk County, we utilized several different methods to implement our survey. This included hosting a Community Connect outreach event, working with social service partners to conduct the survey, and spending a day conducting traditional street outreach. The following pages describe our survey implementation methodology.

# The Survey

The Rural Polk County Point in Time Count survey was created in JotForm and did not require an app download on any device for volunteers to conduct the survey.

- The survey was web based but was also offered in a paper format for those with any connectivity barriers.
- The survey consisted of 31 questions and took approximately 3 minutes to complete.
- We offered a virtual training to anybody who was helping to conduct the survey.

## SURVEY EXAMPLE:

The image displays three sequential screenshots of a web-based survey form titled "SURVEY EXAMPLE:". The first screenshot shows the initial questions: "What is your name? (IF REFUSED: Provide Initials) \*" with input fields for "First Name or Initial" and "Last Name or Initial"; "What is your gender? \*" with radio button options for Male, Female (selected), Transgender, A gender other than singularly male or female (e.g. non-binary, genderfluid, agender, culturally specific gender), Questioning, I don't know, and Refuse to answer; "What is your date of birth?" with a date picker; and "What age range do you fall into? \*" with radio button options for Less than 5 years old, 5-12 years old, 13-17 years old, and 18-24 years old. The second screenshot shows the question "What type of vehicle or structure are you staying in? \*" with radio button options for Car, Boat, RV, Van, Tent, Makeshift Shelter, Abandoned Building, N/A, and Other, followed by "Including yourself, how many people are sleeping in this vehicle or structure? \*" with a text input field (example: 5) and "Back" and "Next" buttons. The third screenshot shows two questions: "Do you have previous ties to the town/community that you are currently staying in? Example: You attended school here, have family or friends here, you previously lived in this community. \*" with YES/NO radio buttons, and "Do you remember the city and state that you were living in when you became homeless this time? \*" with YES/NO radio buttons. Below these are two more questions about experiencing homelessness or fleeing a traumatic situation as a result of COVID-19, each with YES/NO/I'm not sure radio button options.

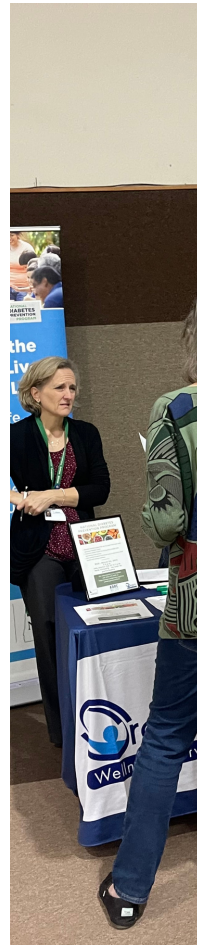
# IMPLEMENTATION METHOD #1

## The Polk County Community Connect

The Polk County Community Connect is an open house style resource connection event that aims to provide valuable, tangible resources all in one place. At this event, over 290 people were offered resources related to housing, employment, education, emergency assistance, health insurance, and were offered on-site services, such as pet care, dental care, haircuts, a warm meal, and more. Over 45 social service agencies were on hand providing these services throughout the day. Hosting this event gave us the opportunity to have the population experiencing barriers come to us, rather than us attempt to track people down.

The event was held at a church in Dallas and was open to the entire county. Because transportation can be a barrier, we offered free transportation from Monmouth, Independence, Falls City, Grand Ronde, Willamina, and Perrydale. Each transportation site was staffed with volunteers trained to complete the survey in the event that somebody did not feel comfortable getting on the bus.

The event was hosted on January 24, 2023 to line up with the HUD required question "where did you sleep on the night of January 23, 2023?". At entry, every person who attended the event was asked this question. If they answered that they slept in a home that they rent or own AND felt safe in that home, they were given a green bracelet and granted entry into the event. If they answered anything other than that, they were asked to meet with one of our volunteers at the welcome table to answer a few more questions. This allowed us to conduct the survey in a conversational way and allowed our volunteers to really find out the needs of our guests and guide them through the event accordingly.





## IMPLEMENTATION METHOD #2

### Community Partnerships

We worked with staff and representatives from local food banks, school districts, code enforcement, law enforcement, behavioral health, medical offices, libraries, warming shelters, local businesses, churches, Polk County Health Services, and Polk County Community Corrections to complete surveys with individuals that they were already working with and have established relationships with. We offered virtual and in-person trainings tailored to these partners to conduct the survey in a trauma informed way.



## IMPLEMENTATION METHOD #3

### Community Events

FCO Staff and volunteers hosted an outreach table at several community events, giving away hand warmers, grab-and-go snacks, and hygiene supplies, while conducting surveys with guests. Community events included Falls City produce distribution, Iskam Mek Mek-Haws mobile pantry, Ella Curran Food Bank distribution, and a pop-up event at the Falls City Community Center.



# IMPLEMENTATION METHOD #4

## Street & Camp Outreach

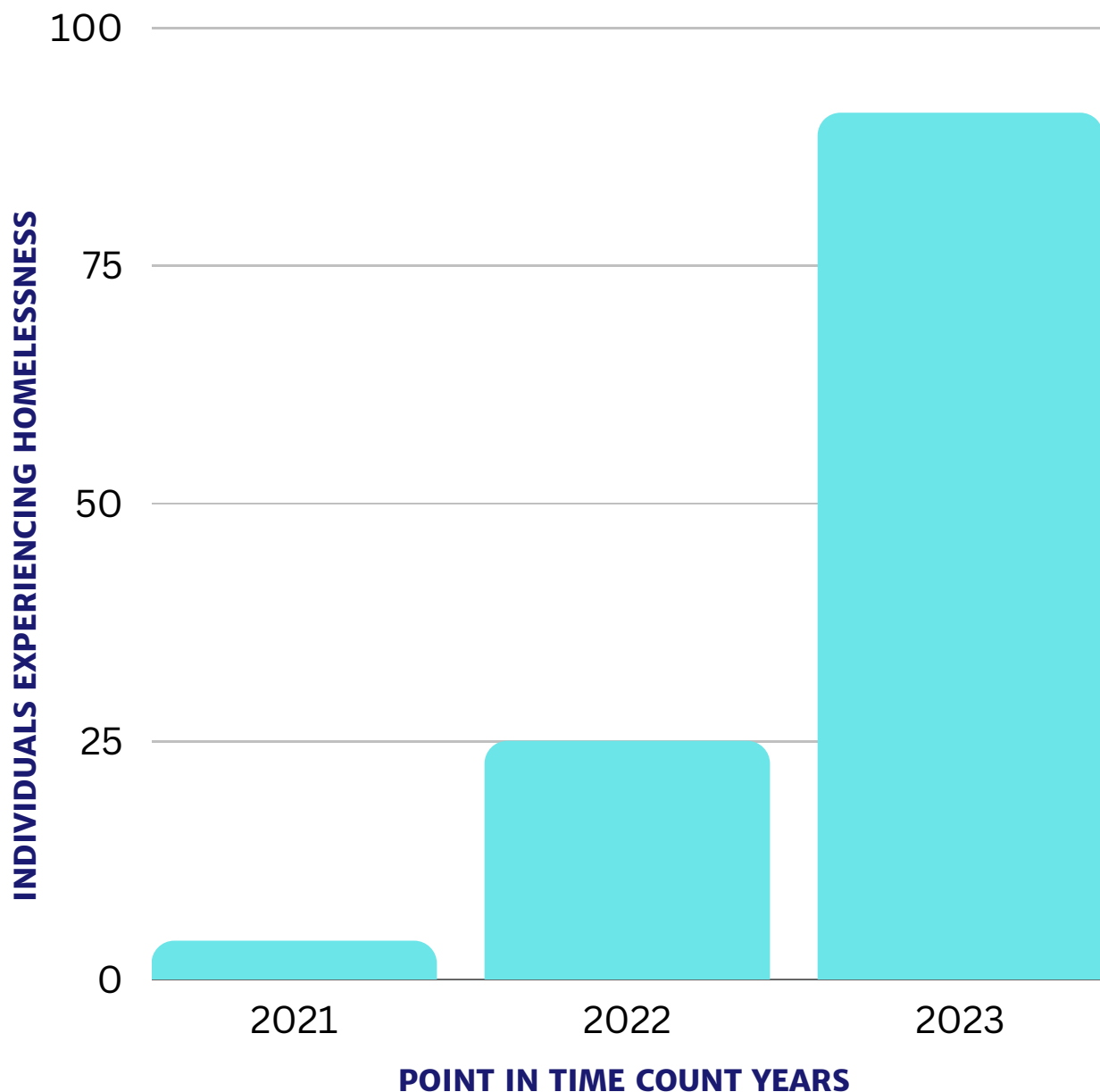
To ensure that we were making an effort to meet people who may not have been reached in other ways, we conducted one day of street and camp outreach. Volunteers and FCO staff spent time walking around Monmouth, Independence, Willamina, Falls City, Dallas, and Grand Ronde talking with people experiencing homelessness. They offered coffee, donuts, warming supplies, and hygiene supplies while completing surveys with individuals. Additionally, FCO Staff and volunteers drove around isolated areas of rural Polk County and located small camps & parking areas where the survey was conducted and resources were offered.

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**In 2021 the unsheltered homeless count in Rural Polk County was 4, in 2022 the count increased to 25, and in 2023 we counted 91 unsheltered homeless individuals. Although we know that homelessness has increased over the last 3 years, we believe that the large increase that we saw this year was due to the methodology and approach used for the PIT Count in 2023**



# RURAL POLK COUNTY 2023 POINT IN TIME COUNT DATA



Every year during the last ten days of January, our region conducts a comprehensive count of the local population experiencing homelessness. The Point In Time Count measures the prevalence of homelessness in each community and collects information on individuals and families experiencing homelessness.

This year, The Polk County Family & Community Outreach Department partnered with multiple agencies to survey people throughout rural Polk County (excluding West Salem), not only about where they slept on the night of January 23, 2023, but also about other barriers they face related to housing.

Thank you to everyone who helped us survey our Polk County neighbors who are unhoused or at risk of being homeless.

**180**  
INDIVIDUALS  
EXPERIENCING  
HOMELESSNESS OR  
AT RISK OF  
HOMELESSNESS

Adults (25+)  
**142**

Youth (18-24)  
**16**

Youth (0-17)  
**22**



**91**

## Unsheltered Homeless

(Sleeping outside, in a vehicle, RV, or someplace not intended for human habitation.)



**43**

## Sheltered Homeless

(Sleeping in a temporary or emergency shelter, transitional housing, or in a hotel.)



**46**

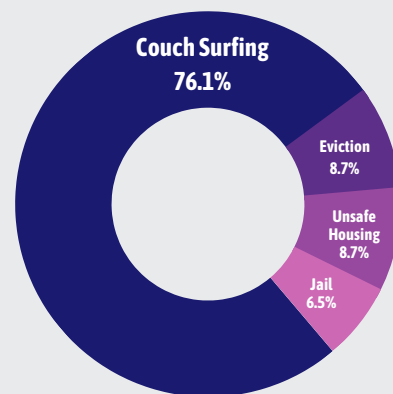
## At Risk of Homelessness

(Couch surfing, sleeping in unsafe or tumultuous housing, facing eviction, or currently in jail.)

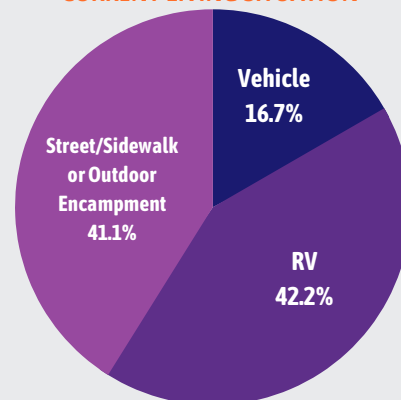


Of the 38 rural Polk County youth surveyed for the 2023 Point in Time Count, 16% are currently unsheltered.

## AT RISK OF HOMELESSNESS BARRIERS OR CURRENT LIVING SITUATION

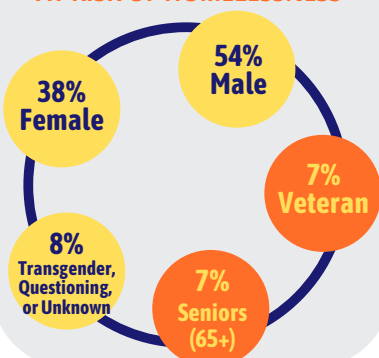


## UNSHeltered HOMELESS CURRENT LIVING SITUATION



## DEMOGRAPHICS

INDIVIDUALS EXPERIENCING  
HOMELESSNESS OR  
AT RISK OF HOMELESSNESS



## COMMUNITY CONNECTION

**84%**

OF INDIVIDUALS EXPERIENCING  
HOMELESSNESS OR  
AT RISK OF HOMELESSNESS,  
REPORT HAVING TIES TO THE  
COMMUNITY THAT THEY ARE  
CURRENTLY STAYING IN

## CHRONICALLY HOMELESS

**43%**

OF INDIVIDUALS WHO ARE  
UNSHeltered HAVE BEEN  
HOMELESS FOR A YEAR OR  
LONGER, OR MORE THAN ONCE  
IN THEIR LIFETIME

## MENTAL HEALTH

**48%**

OF INDIVIDUALS WHO ARE  
UNSHeltered REPORT THAT  
THEIR MENTAL HEALTH  
IMPACTS THEIR ABILITY TO  
MAINTAIN STABLE  
EMPLOYMENT OR HOUSING

# RURAL POLK COUNTY 2023 POINT IN TIME COUNT DATA



## INDEPENDENCE

**34** INDIVIDUALS EXPERIENCING HOMELESSNESS OR ARE AT RISK OF HOMELESSNESS

**18** Unsheltered

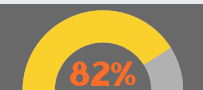
**1** Sheltered

**15** At Risk

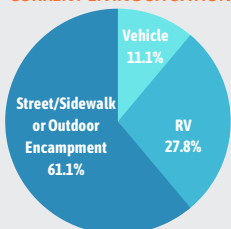
Adults (25+) **21**

Youth (18-24) **9**

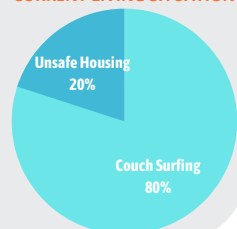
Youth (0-17) **4**



**UNSHelterED HOMELESS**  
CURRENT LIVING SITUATION



**AT RISK OF HOMELESSNESS**  
CURRENT LIVING SITUATION



## MONMOUTH

**15** INDIVIDUALS EXPERIENCING HOMELESSNESS OR ARE AT RISK OF HOMELESSNESS

**5** Unsheltered

**4** Sheltered

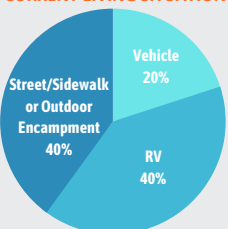
**6** At Risk

Adults (25+) **14**

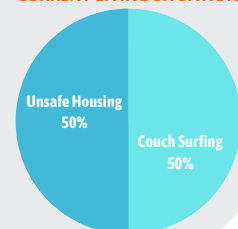
Youth (18-24) **1**



**UNSHelterED HOMELESS**  
CURRENT LIVING SITUATION



**AT RISK OF HOMELESSNESS**  
CURRENT LIVING SITUATION



## DALLAS

**81** INDIVIDUALS EXPERIENCING HOMELESSNESS OR ARE AT RISK OF HOMELESSNESS

**31** Unsheltered

**31** Sheltered

**19** At Risk

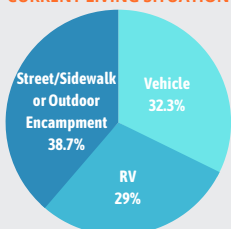
Adults (25+) **58**

Youth (18-24) **5**

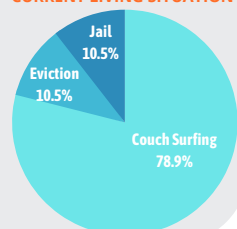
Youth (0-17) **18**



**UNSHelterED HOMELESS**  
CURRENT LIVING SITUATION



**AT RISK OF HOMELESSNESS**  
CURRENT LIVING SITUATION



## FALLS CITY

**36** INDIVIDUALS EXPERIENCING HOMELESSNESS OR ARE AT RISK OF HOMELESSNESS

**27** Unsheltered

**7** Sheltered

**2** At Risk

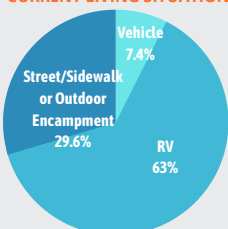
Adults (25+) **36**

Youth (18-24) **NO SURVEY DATA**

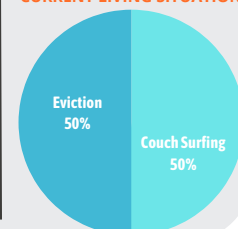
Youth (0-17) **NO SURVEY DATA**



**UNSHelterED HOMELESS**  
CURRENT LIVING SITUATION



**AT RISK OF HOMELESSNESS**  
CURRENT LIVING SITUATION



## GRAND RONDE AREA

**10** INDIVIDUALS EXPERIENCING HOMELESSNESS OR ARE AT RISK OF HOMELESSNESS

**8** Unsheltered

**2** At Risk

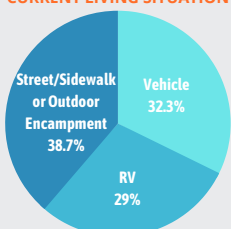
Adults (25+) **9**

Youth (18-24) **1**

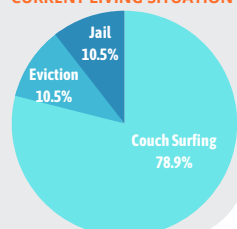
Youth (0-17) **NO SURVEY DATA**



**UNSHelterED HOMELESS**  
CURRENT LIVING SITUATION



**AT RISK OF HOMELESSNESS**  
CURRENT LIVING SITUATION



## WILLAMINA

**4** INDIVIDUALS EXPERIENCING HOMELESSNESS OR ARE AT RISK OF HOMELESSNESS

**2** Unsheltered

**2** At Risk

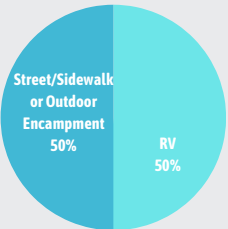
Adults (25+) **4**

Youth (18-24) **NO SURVEY DATA**

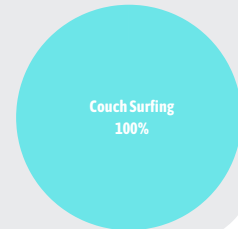
Youth (0-17) **NO SURVEY DATA**



**UNSHelterED HOMELESS**  
CURRENT LIVING SITUATION



**AT RISK OF HOMELESSNESS**  
CURRENT LIVING SITUATION



**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**POLK COUNTY, OREGON and LAKE COUNTY, OREGON**

**1. PARTIES TO AGREEMENT**

This Agreement is between Polk County, a political subdivision of the state of Oregon, (“Polk”) and the Lake County, a political subdivision of the state of Oregon. (“Lake”) (Collectively “Parties”) and is made pursuant to ORS Chapter 190.

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which the Polk will provide GIS Services. These services are further described in Attachment A which is hereby incorporated into this agreement.

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period commencing upon all signatures and ending on December 31, 2022 unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days’ notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

4.1 Under the terms of this agreement, the parties shall designate a central point of contact for all communications required to effectuate the services and support contemplated under this agreement.

4.2 Polk shall perform the tasks described in Attachment A for Lake. Polk shall apply for funding for the work under this agreement from the Oregon Department of Revenue. Polk shall satisfy any and all reporting requirements to the Department of Revenue for the work performed under this agreement.

4.3 At all times under this agreement, individuals either employed or volunteering at Polk to perform services under this agreement shall be agents of Polk. No individual at Polk performing services under this agreement shall be considered an employee or agent of Lake nor shall they be entitled to any rights and/or benefits conferred to Lake employees.

**5. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

## 6. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. For any and all claims against either Polk or Lake from a third party, each party agrees to defend and indemnify each other for any and all claims arising from the actions of their employees and/or agents.

## 7. INSURANCE AND RISK MANAGEMENT

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## 8. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

## 9. NOTICES

Any notice required to be given the Polk or Lake under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

Lake: B. Shulland Date: 3/2/2023

County Contact  
Title  
Department  
Address  
City/State/Zip

**Polk :** \_\_\_\_\_ **Date:** \_\_\_\_\_

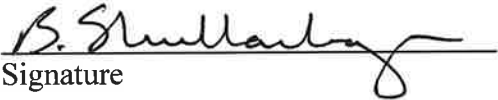
Dean Anderson  
IT Special Projects Manager  
850 Main St.  
Dallas, OR 97338

## SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

### LAKE COUNTY SIGNATURE

  
Signature

  
Print Name

Phone: 541.947.6005

Fax: \_\_\_\_\_

E-mail: bshullanberger@eco.lake.or.us

### POLK COUNTY SIGNATURE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PROJECT SPECIFICATION  
ORMAP ESRI USER GROUP  
TOOLS COMMITTEE  
TOOLS SUPPORT PROJECT  
2/28/2023**

**\*INTRODUCTION (Complete before review)**

County: <u>Polk/Lake County</u>	Date Submitted: <u>2/28/2023</u>
Contact: <u>Dean Anderson/LakeContact</u>	Work Estimate (hrs): <u>\$4800 (60 hrs)</u>
Phone: <u>Dean – 503-871-5530</u>	Enhancement: <u>    </u> BugFix: <u>    </u>
<u>LakeContact - 541-xxx-xxxx</u>	
E-mail: <u>Anderson.dean@co.polk.or.us</u>	Edit Tools: <u>    </u> Map Prod. Tools: <u>    </u>
<u>Lake Contact Email</u>	Tool Support: <u>  X  </u>

Project Name (short 10 word description ie: adding annotation hooks)

Preliminary Conversion Support to move from ArcMap File GDB to ArcPro/Fabric GDB

Justification (why do it):

Lake County data is currently be maintained by Deschutes County using ArcMap for maintenance of Taxmaps. The County needs help converting from ArcMap to ArcPro. Lake County has not experience maintaining Taxmaps so this initial conversion will be a pilot to support them with training and implementation planning.

Brief Deliverable Overview (proposed solution): Dean will assist the county to convert the data currently maintained by Deschutes in a geodatabase environment from ArcMap to Arcpro/Fabric. Dean will provide an initial review to identify any problems with the data that may cause issues once converted. Dean will work with Lake County to test the standard tools and provide feedback on how they may be modified to better support mapping after conversion in the GeoDatabase environment.

**\*REQUIREMENTS (Complete before review)**

Current Process Summary (how does it work now): The data is in ArcMap. It works but is not compatible with ArcPro, does not meet the new design standard and does not support the new tools.

Desired Process Summary (how should it work): Data should be converted and loaded into an ESRI Enterprise Environment (10.9)

Assumptions/Constraints: That the data is in a close enough format so most conversion tools will work.

**\*DESIGN (Complete before review)**

Start State: February 2023

End State: August 2024

The start/end data will coincide to be completed prior to the next customized ArcPro project.

Inputs: Lake County Data in an ArcMap format. It is unknown how close the data matches a structure that will be easily converted to an ArcPro environment.



Outputs:

1. Lake Data in an ArcPro/Fabric GDB format.
2. Review of tools in the GDB format.
3. Identification of issues with data.
4. Identify standard map maintenance procedures that could be used to support map maintenance at Lake County.
5. Review of tools and what needs to be done for tools to work to meet new map maintenance workflows at Lake County.

User Interface: Tools work or we have documented what needs to be done so they do work.

**\*\*COMMITTEE REVIEW**

Approval Date: \_\_\_\_\_ Refined Time Estimate(Hours): \_60\_  
Priority: \_X\_ critical \_\_ non-critical Approved ORMAP funding: \_\_\_\_\_  
Assigned Programmer: Dean Anderson  
Programmer Phone & Email: anderson.dean@co.polk.or.us 503-871-5530  
Help File: \_\_\_\_\_  
Testing County: Lake County / Polk County  
Comments: \_\_\_\_\_



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: March 8, 2023  
Contractor Name: Whitney Sherer  
Address: 6705 Redstone Street SE  
City, State, Zip: Turner, OR 97392  
Effective Dates - From: February 01, 2023 Through: June 30, 2023  
Contract Amount: Varies

## Background:

Whitney Sherer has agreed to provide Behavioral Health services to referred Polk County individuals.

## Discussion:

This amendment is a change in rate of pay to align with an OHA fee schedule increase at the beginning of the calendar year.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this FFS contract.

## Recommendation:

It is recommended that Polk County sign this amendment with Whitney Sherer.

Copies of signed contract should be sent to the following:

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

**CONTRACT & AGREEMENT SUMMARY**

<b>CONTRACT NUMBER:</b>	
<b>COUNTY/DEPARTMENT:</b>	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
<b>CONTACT PERSON:</b>	ROSANA WARREN
<b>DATE ISSUED:</b>	02/27/2023
<b>CONTRACTOR</b>	BETTY SLEDGE ENTERPRISES 2455 S.W. CRESTWOOD PLACE DALLAS, OR 97338 SSN/ID#: 92-1473703
<b>CONTACT PERSON:</b>	BETTY SLEDGE
<b>SERVICES PROVIDED:</b>	To provide Older Adult Specialist services as described in Exhibit B.
<b>EFFECTIVE DATES:</b>	FROM MARCH 01, 2023 THROUGH JUNE 30, 2023
<b>BUDGET LINE #:</b>	240-8540-540-M84
<b>DOLLAR AMOUNT:</b>	\$36,000.00
<b>TERMS:</b>	Service Rates per Exhibit B
<b>ADDITIONAL COMMENTS/INFORMATION:</b>	

**NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATION**

[HS.CONTRACTS@co.polk.or.us](mailto:HS.CONTRACTS@co.polk.or.us)

## **AGREEMENT**

This Agreement is made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and BETTY SLEDGE ENTERPRISES, 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 March 01, 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 either party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
- 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, creed, national origin or duration of residence, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
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 Polk County as a qualified entity, to determine the nature of any criminal activity the Contractor may have been involved in accordance with OAR 943-007-001 for purposes described in OAR 407-007-0400. No work will be assigned to Contractor until a Criminal History Check is completed and verified by the qualified entity. Contractor shall notify Polk County within five days of being arrested, charged, or convicted of any crime.

#### **SECTION IV: CLAUSES REQUIRED BY OREGON LAW FOR PERSONAL SERVICES CONTRACTS**

1. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:
  - a. 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.
  - b. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - c. 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.
  - d. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. 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.

3. 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.
4. 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 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.
5. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.
6. 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.
7. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

**SIGNATURE PAGE:**

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

- Exhibit A: Business Associate Agreement
- Exhibit B: Scope of Work

**CONTRACTOR**

**COUNTY**

Elizabeth Sledge 3-1-23

Signature

Date

Chair

Date

Board of Commissioners

APPROVED AS TO FORM

\_\_\_\_\_  
Morgan Smith

Date

County Counsel

**EXHIBIT A:**  
**BUSINESS ASSOCIATE AGREEMENT**  
**Between**  
**POLK COUNTY and BETTY SLEDGE ENTERPRISES**

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.<sup>1</sup> Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred to as “COUNTY” and BETTY SLEDGE ENTERPRISES 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

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<sup>1</sup> 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.

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.
  - 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: 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 March 01, 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:
    - i. 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
    - ii. 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

- iii. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

c. Effect of Termination.

- i. 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.
- ii. 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 purposes 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);
  - i. Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
  - ii. Report to the COUNTY any security incident of which it becomes aware.
  - iii. 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:
  - i. It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or
  - ii. 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:**  
**SCOPE OF WORK**

POLK COUNTY, a political subdivision of the State of Oregon and, Elizabeth Sledge, hereinafter called "Contractor," hereby agree to the following:

**1. STATEMENT OF SERVICES**

This position will perform Older Adult Specialist services. Contractor shall provide services as described below:

**A. GENERAL INFORMATION**

- i. Contractor will be required to pass a criminal background check as described in General Provisions Section, Item 25. Contractor must also provide primary source verification of credentialing. Annual requirements mandate Contractor will submit a conflict of Interest Statement. Contractor query of the OIG and EPLS List of Excluded Individuals/Entities database will also be performed annually. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance Loans. It is the expectation that Contractor will maintain credentialing required to perform job duties in good standing. It is the responsibility of the Contractor to report any circumstances that would jeopardize this standing or lead to exclusionary status. Failure to do so may lead to contract termination.
- ii. Contractor shall notify County of anticipated extended absences (i.e. vacations, professional meetings, etc.) within five (5) full working days for County to secure back up. County may modify the appointment schedule and will notify the Contractor within five (5) full working days. Contractor agrees to, whenever possible; assist in the location of a suitable temporary replacement.

The need for last minute cancellations by Contractor due to illness or other unforeseen event will need to be reported to Office Support at least one hour prior to appointment.

- iii. Contractor will provide services within the parameters of County policy and procedure. Notwithstanding any limitations in this agreement, Contractor shall perform all services deemed necessary in their professional opinion based upon their documented training/education and expertise as evidenced in the application materials and other professional endorsements.

- iv. Contractor will maintain records and documentation within the EHR supported by County. All client records are considered the property of County and shall not be retained by the Contractor. Contractor understands County documentation policy requires documentation to be completed within three business days of service.
- v. Contractor shall only use methods or techniques in which the Contractor has documented training/education and expertise as evidenced in the application material or other professional endorsements. Contractor will ensure services provided are within the guidelines and/or policies of Oregon Health Authority (OHA) and PacificSource Community Solutions.

## **B. REQUIRED SERVICES AND DELIVERABLES**

Contractor, acting as the Older Adult Specialist, will work to create greater access to mental health and addiction services for seniors and people with disabilities by:

- i. Identifying older adults with behavioral health needs and getting them connected to care
- ii. Ensuring older adults with behavioral health needs are served by well-trained staff
- iii. Encouraging community partners to work together to improve services
- iv. Focusing on the social determinants of health to promote mental health and wellbeing
- v. Facilitating training for external partners to increase workforce development and services specifically designed to serve the older adult population
- vi. Organizing community events that aim to provide education relating to the specific challenges aging adults face
- vii. Participating in PCBH Older Adult IDT meetings along with designated case manager, peer and medication prescriber for treatment planning, risk identification, and care coordination purposes.
- viii. Establishing and maintaining positive and close working-relationships with area agencies on aging - Northwest Senior and Disability Services (NWSDS) and local Adults & People with Disabilities (APD) program.
- ix. Attending monthly MDT meetings with PCBH Adult Abuse Investigators, local law enforcement, other agency investigators and the District Attorney's office if requested, to assist with cases involving an older adult.

- x. Supports coordination of care for individuals over the age of 60 or experiencing physical disabilities in an effort to enhance treatment options and interventions; Offers this coordination support to any Polk Co resident - not limited to PCBH clients.
- xi. Identifies gaps, resources, and areas where others share a common goal in an effort to build on current resources.
- xii. Develops, and strives to meet, program goals identified in yearly strategic plans.
- xiii. Organize community events that aim to provide education relating to the specific challenges aging and/or disabled adults face;
- xiv. Provide content to the HS Communications Specialist for monthly educational newsletter

#### **C. RATES AND METHOD OF PAY**

- i. Contractor shall provide these services for a maximum of forty (40) hours per week. In the event of a Behavioral Health emergency, Contractor may provide additional hours for the duration of the emergency and as mutually agreed by both parties.
- ii. County shall reimburse the Contractor at the rate of \$45.00 per hour for services upon receipt of an invoice.
- iii. Contractor shall submit invoices monthly by the tenth (10) day after the end of the billing period to HS Fiscal either electronically to [hs.fiscal@co.polk.or.us](mailto:hs.fiscal@co.polk.or.us) or by mail to 182 SW Academy St, Suite 204, Dallas, OR 97338; or to any other address as County may indicate in writing to Contractor. Invoice shall include a brief description of services provided and hours in excess of forty (40) hours per week.
- iv. County will only pay for authorized services as described above to Contractor. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures made while providing said services.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: March 8, 2023  
Contractor Name: Whitney Sherer  
Address: 6705 Redstone Street SE  
City, State, Zip: Turner, OR 97392  
Effective Dates - From: February 01, 2023 Through: June 30, 2023  
Contract Amount: Varies

## Background:

Whitney Sherer has agreed to provide Behavioral Health services to referred Polk County individuals.

## Discussion:

This amendment is a change in rate of pay to align with an OHA fee schedule increase at the beginning of the calendar year.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this FFS contract.

## Recommendation:

It is recommended that Polk County sign this amendment with Whitney Sherer.

Copies of signed contract should be sent to the following:

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



## **AMENDMENT TO AGREEMENT**

This Agreement is made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and WHITNEY SHERER, hereinafter referred to as "Contractor"; and,

WHEREAS, County and Contractor entered into agreement number 22-67 effective July 01, 2022 incorporated herein by reference (the Agreement);

WHEREAS, County and Contractor intend to amend the Agreement effective as of February 01, 2023;

WHEREAS, the Contractor proposed amendment number 01 to change Exhibit B Scope of Work of the Agreement;

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

### **AMENDMENT**

The financial and/or service information in Exhibit B Scope of Work are hereby amended as;

1. SECTION 16, is hereby deleted in its entirety and is replaced with the following:

“CONTRACTOR may bill the COUNTY for authorized services as agreed upon on Service and Activity Authorization Agreement at the below rate(s):

\$100.00 per hour for billable services paid on a per occurrence basis to the nearest quarter hour (i.e. 53 minute therapy to be paid at 60 minutes, 52 minute therapy paid at 45 minutes).


\$100.00 per hour for authorized service activities paid at an aggregate total for the month rounded to the nearest quarter hour.”

Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

BY SIGNATURE BELOW, both parties agree to and accept the terms of this Amendment between County and Contractor:

**CONTRACTOR**

 2/24/23  
Signature Date  
Title:

**COUNTY**

\_\_\_\_\_  
Chair Date  
Board of Commissioners

APPROVED AS TO FORM

\_\_\_\_\_  
Morgan Smith Date  
County Counsel



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: March 08, 2023  
Contractor Name: Devi Rowley  
Address: 2844 Wing Tip Avenue NW  
City, State, Zip: Salem, OR 97304  
Effective Dates - From: February 01, 2023 Through: June 30, 2023  
Contract Amount: Varies

## Background:

Devi Rowley has agreed to provide Behavioral Health services to referred Polk County individuals.

## Discussion:

This amendment is a change in rate of pay to align with an OHA fee schedule increase at the beginning of the calendar year.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this FFS contract.

## Recommendation:

It is recommended that Polk County sign this amendment with Devi Rowley.

Copies of signed contract should be sent to the following:

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

## **AMENDMENT TO AGREEMENT**

This Agreement is made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and DEVI ROWLEY, hereinafter referred to as "Contractor"; and,

WHEREAS, County and Contractor entered into agreement number 22-81 effective July 01, 2022 incorporated herein by reference (the Agreement);

WHEREAS, County and Contractor intend to amend the Agreement effective as of February 01, 2023;

WHEREAS, the Contractor proposed amendment number 01 to change Exhibit B Scope of Work of the Agreement;

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

### **AMENDMENT**

The financial and/or service information in Exhibit B Scope of Work are hereby amended as;

1. SECTION 16, is hereby deleted in its entirety and is replaced with the following:

“CONTRACTOR may bill the COUNTY for authorized services as agreed upon on Service and Activity Authorization Agreement at the below rate(s):

\$100.00 per hour for billable services paid on a per occurrence basis to the nearest quarter hour (i.e. 53 minute therapy to be paid at 60 minutes, 52 minute therapy paid at 45 minutes).

\$100.00 per hour for authorized service activities paid at an aggregate total for the month rounded to the nearest quarter hour.”

Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

BY SIGNATURE BELOW, both parties agree to and accept the terms of this Amendment between County and Contractor:

**CONTRACTOR**

**COUNTY**

*Morgan Smith*

Signature *2/27/2023* Date

Title:

*Contractor*

Chair

Date

Board of Commissioners

APPROVED AS TO FORM

Morgan Smith

Date

County Counsel



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: HS: Developmental Disabilities Consent Calendar Date: March 08, 2023  
Contractor Name: Oregon Department of Human Services  
Address: 500 Summer St NE, E-09  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: February 01, 2023 Through: June 30, 2023  
Contract Amount: \$181,391.50

## Background:

The County receives funds from the DHS/OHA to provide Developmental Disability services to residents of the County by way of a grant. This is an amendment to contract 169199, the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made a part of the grant.

## Discussion:

Amendment 2 awards funds for the ARPA Innovative Infrastructure Grant due to the negative impact of COVID-19 pandemic on DD workforce. This funding will support the hiring of two DD case manager positions and some marketing materials to support DD services to continue without interruption.

## Fiscal Impact:

The total amount for this amendment is \$181,391.50 for FY22-23. The awarded amount for this amendment is partial funding and the remaining amount will be awarded in the FY 23-25 contract.

## Recommendation:

It is recommended that Polk County sign this second amendment with the Oregon Health Authority.

## Copies of signed contract should be sent to the following:

Name: Tami Stump E-mail: hs.contracts@co.polk.or.us  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_



**Agreement Number 169199**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITIES PROGRAM SERVICES**

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

This is amendment number **2** to Agreement Number **169199** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**” and

**Polk County  
182 SW Academy Street, Room 204  
Dallas, OR 97338  
Attention: Dr. Noelle Carroll, Amanda Stephens  
Telephone: 503-831-5969  
Fax: 503-623-1871  
E-mail address: [carroll.noelle@co.polk.or.us](mailto:carroll.noelle@co.polk.or.us); [stephens.amanda@co.polk.or.us](mailto:stephens.amanda@co.polk.or.us)**

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

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
  - a. **Section 1, Effective Date and Duration** is hereby amended as follows: new language is **underlined and bold**.  
This Agreement, when fully executed by every party, regardless of date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice, or **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, with the exception of the Summary**

**report in Exhibit I, Section 2. e. i., due to ODHS no later than September 30, 2023.** Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

- b. Section 2, Agreement Documents, Order of Precedence, subsection a. only,** is hereby amended as follows: new language is **underlined and bold**.

This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;
Exhibit B Part 2:	Service Element Standards and Procedures;
Exhibit B Part 3:	Financial Terms and Conditions;
Exhibit C:	Special Terms and Conditions;
Exhibit D:	General Terms and Conditions;
Exhibit E:	Standard Terms and Conditions;
Exhibit F:	Federal Terms and Conditions;
Exhibit G Part 1:	Required Subcontractor Provisions;
Exhibit G Part 2:	Subcontractor Insurance Requirements;
Exhibit H Part 1:	Privacy and Security Agreement;
Exhibit H Part 2:	Third Party Information System Access Request;
<b><u>Exhibit I</u></b>	<b><u>ARPA Innovative Infrastructure Funding</u></b>
Attachment #1:	Days and Hours of Operation;
Attachment #2:	Subcontractor Disclosures Report.

- c.** For services provided on and after the effective date of this amendment, **Exhibit H, Part 1 and Exhibit H, Part 2** are hereby superseded and restated in their entirety, as set forth in **Exhibit H, Part 1 and Exhibit H, Part 2**, attached hereto and incorporated herein by this reference.
- d.** For services provided on and after the effective date of this amendment, **Exhibit I ARPA Innovative Infrastructure Funding**, is hereby added, as set forth in **Exhibit I ARPA Innovative Infrastructure Funding**, 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, County 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 County Data and Certification, of original Agreement or 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 Nonprocurement 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 hereby certifies that the FEIN provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS 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):** Polk County

Street address: 182 SW Academy Street

City, state, zip code: Dallas, OR 97338

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

Telephone: ( 503 ) 623-9289 x2428 Facsimile: ( 503 ) 831-1726

**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: Craven - Woods Insurance

Policy #: 22LPLKC Expiration Date: 07/01/2023

*The remainder of this page intentionally left blank*

**6. Signatures.**

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

**Polk County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Approved via e-mail by Nate Carter Assistant Attorney General dated: January 31, 2023

Department of Justice

\_\_\_\_\_  
Date

**EXHIBIT H-1**  
**Privacy and Security Agreement**

- 1. PURPOSE.** County requires the Access described in Exhibit H-2, *Third Party Information System Access Request* (Form MSC 0785), which is hereby incorporated into this Exhibit H-2 by reference, to perform the Work. The terms and conditions of this Privacy and Security Agreement govern:
  - 1.1. County's Use of Data;
  - 1.2. County's Access to ODHS' Information Assets and Systems;
  - 1.3. The periodic exchange of Data between ODHS' and County's systems via electronic means; and
  - 1.4. The interconnection between ODHS' and County's respective networks and information systems.
- 2. TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the "Suspension or Termination" section of this Privacy and Security Agreement.
- 3. DEFINITIONS.** The following definitions apply to this Privacy and Security Agreement:
  - 3.1. "Access" means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets
  - 3.2. "Breach" means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.
  - 3.3. "Client Records" includes any client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.
  - 3.4. "Data" means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.
  - 3.5. "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 any Information Asset.
  - 3.6. "Individual Access Request (IAR)" refers to the ODHS 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 the ODHS Network and Information Systems.

- 3.7. “Information Asset(s)” refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.
- 3.8. “Network and Information System(s)” means ODHS’ and the State of Oregon’s computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area, and local networks; and the internetworking of various types of networks.
- 3.9. “User” means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.

**4. CHANGES TO PRIVACY AND SECURITY AGREEMENT.** Other than as allowed under this section, County shall be requested to submit input to a revised *Third Party Information System Access Request* (Form MSC 0785), to request changes to Exhibit H-2. ODHS will review County’s request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit B, Section 24.

- 4.1. **Point of Contact Changes.** Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H-2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H-2 will be deemed amended to include the updated information.
- 4.2. **Administrative Changes.** County may request updates to Exhibit H-2 that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H-2 will be deemed amended to include the updated information.

**5. NOTIFICATIONS.**

- 5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H-2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.
- 5.2. **Breach Notification.** 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 under this Agreement, County shall immediately notify ODHS’ Program Sponsor identified in Section 4 of Exhibit H-2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County’s obligations under applicable law.
- 5.3. **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 ODHS to protect its interests.

- 5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.
6. **GRANT OF LICENSE.** Subject to County's compliance with the Agreement, County is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Agreement and applicable laws, rules, and policies. County and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.
7. **DATA PRIVACY.** In addition to County's obligations under Exhibit A, Part 3, "Special Provisions", Section 1 regarding Confidentiality of Information:
- 7.1. **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 highest 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 Privacy and Security Agreement or applicable law.
- 7.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.
- 7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. County shall comply with laws, regulations, and policies applicable to the information described in Exhibit H-2, including as specified in this Agreement.
- 7.4. **Training.** County's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents.
8. **SECURITY REQUIREMENTS.**
- 8.1. **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 to Information Assets, 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:
- 8.1.1. ODHS and OHA Information Security and Privacy Policies:  
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx>

- 8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

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 to the extent County receives Protected Health Information (as defined in HIPAA) in connection with this Agreement.]

- 8.1.3. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

- 8.1.4. Oregon's Statewide Information and Cyber Security Standards:

<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>

- 8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Agreement and with any third-party licenses to which Access is subject.
- 8.3. **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 Data, including Client Records, all Information Assets, 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.
- 8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
- 8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, 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:
  - 8.5.1. Determine County's compliance with this Privacy and Security Agreement,
  - 8.5.2. Validate County's written security risk management plan, or
  - 8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.
  - 8.5.4. 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.

## **9. ACCESS TO ODHS SYSTEMS.**

- 9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:
  - 9.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
  - 9.1.2. Provide any unique log-on identifier required for authorized Access;
  - 9.1.3. Provide updates to approved inquiry processes and instructions to County.
- 9.2. **County's Responsibilities for User Accounts.** County shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.
  - 9.2.1. 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.
  - 9.2.2. County is responsible for ensuring information provided by its Users is accurate, complete, and up to date.
  - 9.2.3. 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.
- 9.3. **Security and Disposal.** County shall maintain security of equipment, and ensure the proper handling, storage and disposal of all 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 Information Assets under this Agreement.
- 9.4. **Prevention of Unauthorized Access.** County shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with this Agreement and applicable law, and shall implement and maintain safeguards to prevent unauthorized access.
- 9.5. **Access from Outside the US and its Territories.** County Access to the state network from outside the US and its territories is prohibited unless approved through the [Geofencing Exception Process, ODHS|OHA 090-009-05](#).
  - 9.5.1. County shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.
- 9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through this Agreement.
  - 9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.



- 9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H-2.
- 9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.
- 9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted through this Agreement, 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.
- 9.8. **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 Information Assets for any purposes other than as allowed under this Agreement and applicable law.
- 9.9. **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.
- 9.10. **Prohibition on Data Mining.** County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
- 9.11. **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.

## **10. SUSPENSION OR TERMINATION.**

- 10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.
- 10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.
- 10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.

- 10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent 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 notice to County to cure any deficiency or breach of this Privacy and Security Agreement.
- 10.5. Either party may terminate this Privacy and Security Agreement, 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 if either party has changes in policies that require such action.
- 11. RETURN OF INFORMATION ASSETS.** Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, County shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of County in whatever stage and form of recordation such property is expressed or embodied at that time.
- 11.1. Except as necessary to meet obligations under [Exhibit B, Section 14], Records Maintenance and Access, County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained 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.
- 11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.
- 12. INDEMNIFICATION AND INSURANCE.** Indemnification and insurance coverages provided by County under the Agreement apply to this Privacy and Security Agreement.
- 13. 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. Each party is responsible for complying with the licenses for third party products, including software and services that allow Access.
- 14. SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

- 15. INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.
- 16. SUBCONTRACTORS.** County shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.

**EXHIBIT H-2**  
**Third Party Information System Access Request**



**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.*

① Hover over **blue** text for more information.

Request type (required): Renewal without changes (user please add agreement number)	Agreement number: 169199
--	-----------------------------

**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:	Polk County
Contact name (first, last):	Dr. Noelle Carroll
Position/title:	Director
Work street address:	182 SW Academy, Rm 204
City, State, ZIP:	Dallas, OR 97338
Phone:	(503) 831-5969
Email:	carroll.noelle@co.polk.or.us
Website address (optional):	

**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.

Agreement #: 169199 Org name: Polk County

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## 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](mailto: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 needs to access CAM, eXPRS and ASPEN to provide complete case management entity contract requirements. Individual access will be based on each user and their responsibilities.

[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:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

### 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.

<b>System 1</b>	
<b>Name of system:</b> CAM	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: Per the contract, CDDP must record all serious incidents, complaints of abuse, death reviews, and abuse investigations in the ODHS approved Centralized Abuse Management (CAM) System.	
Expiration date of access: 10.31.2024	
<b>Information type</b>	
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 checked="" 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> ):	
<b>Information owner review (internal use only)</b>	
Name of reviewer: Lea Ann Stutheit	Review date: 10/12/2022
<b>Access determination:</b>	
Role or group assigned ( <i>if applicable</i> ):	
Access is: Choose one <input type="text"/>	
Reason for determination:	
<b>Add another system</b>	<b>Remove this system (above)</b>

<b>System 2</b>	
<b>Name of system:</b> eXPRS	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: Per the contract, CDDP shall upload all applicable documentation supporting the service authorization and rates within eXPRS.	
Expiration date of access: 10.31.2024	
<b>Information type</b>	
Will information being shared or accessed be identifiable ( <i>i.e., names, DOB, address, etc.</i> )?	
<input type="radio"/> Yes <input checked="" type="radio"/> No	
<b>Information owner review (internal use only)</b>	
Name of reviewer: Lea Ann Stutheit	Review date: 10/12/2022
<b>Access determination:</b>	
Role or group assigned ( <i>if applicable</i> ):	

Access is: Choose one	<input type="text"/>
Reason for determination:	
Add another system	Remove this system (above)

<b>System 3</b>	
Name of system: ASPEN	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: To provide complete case management entity contract requirements.	
Expiration date of access: 10.31.2024	
<b>Information type</b>	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)?	
<input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input checked="" type="checkbox"/> Federal tax information (FTI)
<input checked="" type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input checked="" type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
<b>Information owner review (internal use only)</b>	
Name of reviewer: Brenda Vyhnaal	Review date: 06/02/2022
<b>Access determination:</b>	
Role or group assigned (if applicable):	
Access is: Choose one	
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.)

<b>Verification of need to know:</b>	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access.	
Date: 10/12/2022	
Name (first, last):	Lea Ann Stutheit
Position/title:	COO
Office:	ODHS

Agreement #: 169199 Org name: Polk County

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Program:	ODDS
District name:	N/A
Work street address:	550 Capitol St NE
City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-945-6675
Email:	leaann.stutheit@dhsosha.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.

### 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@dhsosha.state.or.us](mailto:DHSOHA.InfoEx@dhsosha.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: 10.31.22	Date completed: 10.31.22
Date approved by all information owners: 10.12.22	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	
Completed by: Shannon Corr	



## **Exhibit I**

### **ARPA Innovative Infrastructure Funding**

#### **1. Background**

In response to the negative impact of the COVID-19 pandemic faced by ODDS Case Management Entities ODDS is awarding this one-time American Rescue Plan Act (ARPA) funding for developing infrastructure at the local level. CDDP is currently contracted to provide direct case management to Individuals receiving ODDS services under this Agreement.

Specific duties include improving, increasing, and expanding access to IDD services for Individuals.

#### **2. Program Description.**

Effective upon execution of this Agreement amendment CDDP shall conduct the following activities to develop infrastructure at the local level:

- a. Hire limited duration staff to increase partnerships to better support Individuals and their families in navigating the ODDS system and accessing local resources to fill role as Resource Navigator, whose responsibilities include, but are not limited to, the following activities:
  - i. Identify and engage in building partnerships with local Providers, with focus on increasing partner networking and collaboration;
  - ii. Develop resource guide for orienting Individuals and their families on the service system and how to access available resources; and
  - iii. Develop document showcasing local case management entities for Individuals and their families to make informed decision on selecting services.
- b. Hire limited duration staff for Provider recruitment, training and onboarding to fill role as Provider Specialist, whose responsibilities include, but are not limited to, the following activities:
  - i. Develop and deliver new Provider orientation and onboarding;
  - ii. Coordinate trainings for I/DD Providers to understand roles and responsibilities;
  - iii. Deliver Provider trainings on receiving referrals, placement matching and accessing resources to best meet Individual needs;
  - iv. Develop tools and resources for Providers to use in documenting service delivery; and
  - v. Provide technical assistance to Providers as needed.
- c. **Requirement.** For the purposes of this amendment outlined under Exhibit I and in addition to any other requirements imposed by this Agreement, CDDP shall return to ODDS any unspent funds at the time of final reporting through an accounts receivable request that will be sent from ODDS.
- d. In addition to any other limitations imposed by this Agreement, CDDP shall not:
  - i. Supplant existing funding and services that can be billed to Medicaid or other insurance.

- ii. Use funds to pay for:
  - 1) Rent or subsidize direct housing,
  - 2) Capital gains and/or
  - 3) Wage increases, outside of hiring limited duration staff as outlined in this Exhibit.
- e. **Reporting. In addition to any other reporting requirements imposed by this Agreement:**
  - i. CDDP shall submit a **Summary Report** no later than September 30, 2023, unless otherwise mutually agreed upon in writing prior to due date. The report shall include at minimum, but is not limited to:
    - 1) Progress to date on expectations
      - a) Number of Providers identified and engaged in building partnerships.
      - b) Number of Individuals and families who received the resource guide or orientation to service system and how to access resources.
      - c) Number of Individuals and families who received the document that showcases local case management entities.
      - d) Number of Providers trained on receiving referrals, placement matching to best meet Individual needs.
    - 2) A detailed list of expenditures to date.
    - 3) All materials developed to date in electronic format, if any.
  - ii. All reporting must be submitted to [ODDSARPA.funding@odhsoha.oregon.gov](mailto:ODDSARPA.funding@odhsoha.oregon.gov).
  - iii. ODDS reserves the right to recover all or partial funding awarded under this Agreement in the manner outlined in Exhibit B, Part 3, if reporting is not submitted by the due date or it is discovered that funding was not expended properly upon ODDS's review of reports. Failure to submit required reports and improper expenditure of funds will be considered when evaluating eligibility for future funding.
  - iv. CDDP must comply with all terms and conditions of this Agreement including but not limited to Exhibit B, Part 2, "Service Element Standards and Procedures", Section 7, "Special Projects" as amended.
  - v. The reporting requirements set forth in this section, and the right to recover funding if the report is not submitted by the due date or if funding was not expended properly, shall survive the expiration or termination of this Agreement.

### 3. Payment Provisions.

- a. The maximum not to exceed amount for Work completed under this Exhibit I is **\$181,391.50**.
- b. CDDP must submit an invoice to [CAU.Invoice@odhsoha.oregon.gov](mailto:CAU.Invoice@odhsoha.oregon.gov) to receive payments.

- c. Payments will be made within 45 days of receipt of ODDS receipt of accurate invoice in accordance with ORS 293.462.
- d. Payments will be made to CDDP as outlined in Exhibit B, Part 2, “Service Element Standards and Procedures”, Section 7, “Special Projects” as amended.
- e. CDDP can invoice for payment as follows:

<b>Deliverable</b>	<b>Time</b>	<b>Amount</b>
Invoice	Upon execution of amendment of Exhibit I	\$181,391.50
Summary Report	September 30, 2023	
<b>TOTAL</b>		\$181,391.50

- f. Failure to submit the **Summary Report** will result in a full recovery of payment.

*The remainder of this page intentionally left blank*



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Public Health Consent Calendar Date: March 08, 2023  
Contractor Name: Oregon Health Authority  
Address: 635 Capitol Street NE, Room 350  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: December 01, 2022 Through: June 30, 2023  
Contract Amount: \$7,117.00

## Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This is an amendment to contract 169527 recorded as No. 21-105, which is the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

## Discussion:

Amendment 12 is a change in the Program Element descriptions for PE 10: Sexually Transmitted Diseases, PE 43: Immunization Services & PE 51: Public Health Modernization. Additionally, this amendment awards funding to PE12-01: Public Health Emergency Preparedness and Response (PHEP) in the amount of \$7,117.00, which are unspent funds from FY22 rolling over to FY23.

## Fiscal Impact:

The total amount is \$7,117, which are rollover funds from FY22 to FY23. Net impact is zero.

## Recommendation:

It is recommended that Polk County sign amendment 12 to IGA 169527 with the Oregon Health Authority.

## Copies of signed contract should be sent to the following:

Name: <u>Tami Stump</u>	E-mail: <u>hs.contracts@co.polk.or.us</u>
Name: <u></u>	E-mail: <u></u>
Name: <u></u>	E-mail: <u></u>

**OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES****Agreement #169527**

**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twelfth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Polk County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 for (FY23);

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

**AGREEMENT**

1. This Amendment is effective on December 1, 2022, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit B Program Element #10 "Sexually Transmitted Diseases (STD) Client Services," PE43 "Immunization Services," and PE51 "Public Health Modernization," are hereby replaced in their entirety by Attachment A attached hereto and incorporated herein by this reference.
  - b. Section 1 of Exhibit C of the Agreement, entitled "Financial Assistance Award" for FY23 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY23)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
  - c. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" for (FY23), is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.

3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. **Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Signature: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: \_\_\_\_\_

**POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on September 19, 2022, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Lynn Marie Brady (or designee)

Title: LPHA Fiscal and Contracts Analyst

Date: \_\_\_\_\_

**Attachment A**  
**Program Element Description(s)**

**Program Element #10: Sexually Transmitted Diseases (STD) Client Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA's service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's STD investigations and control efforts and are not intended to be the sole funding for LPHA's STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify staff person(s) trained to deliver HIV/STD Partner Services.
- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.a.(4) of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA

self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program.”

- g. **Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
  - h. **Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of persons diagnosed with HIV, syphilis, gonorrhea, and chlamydia brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
  - i. **Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
  - j. **Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
  - k. **Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
  - l. **STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
  - m. **Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA’s delivery of STD Client Services, which include providing training and support during STD Case Investigations and STD Outbreak response.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):
- a. **Foundational Programs and Foundational Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response



Program Components	Foundational Program					Foundational Capabilities						
				Population Health	Direct services							
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
<b>Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.</b>	*						X		X			
<b>STD client services (screening, testing, treatment, prevention).</b>	*				X		X		X			
<b>Condom and lubricant distribution.</b>	*						X	X				

- b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Gonorrhea rates

- c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient’s sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. **Under Sexually Transmitted Disease (PE10-01), LPHA agrees to conduct the following activities, which are not dollar amount funded items:**

- (1) Acknowledge and agree that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner the incidence of Reportable STDs within LPHA’s service area (as described below in Section 6, Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:

- (a) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
  - (b) Syphilis: At minimum, Case Investigations must be completed for all Priority Syphilis Cases as defined below. Other syphilis Cases must be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
    - i. All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.
    - ii. All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
  - (c) Gonorrhea: At minimum, Case Investigations must be completed for all Priority Gonorrhea Cases as defined below. Other gonorrhea Cases must be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
    - i. All rectal gonorrhea Cases.
    - ii. All Cases among pregnant or pregnancy-capable individuals.
    - iii. All Cases among individuals co-infected with HIV.
  - (d) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- (2) Provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.
- (3) Provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
- (a) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
  - (b) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://bit.ly/OR-IG>;
  - (c) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
  - (d) Current "Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines," which can be found at: <https://www.cdc.gov/std/treatment/>.

- (4) OHA may provide, pursuant to this Agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (a) The medications must be provided at no cost to the individuals receiving treatment.
  - (b) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
  - (c) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
  - (d) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
  - (e) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section.
  - (f) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA must distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.
- (5) OHA will, pending the availability of funds, provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, and coverage of certain lab fees through the Oregon State Public Health Laboratory.

**b. Under Sexually Transmitted Disease (PE10-02), LPHA agrees to conduct the following activities if funding has been approved:**

- (1) Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
- (2) Use funds for this PE10-02 in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.

- (3) Allowable budget expenses are:
- (a) Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
  - (b) Travel (including mileage, lodging, per diem). Client transportation (e.g. taxi vouchers, gas cards) are an allowable expense provided the purpose is to facilitate STD testing, treatment, and other Case Investigation activities.
  - (c) Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
  - (d) Other allowable expenses including postage, software and other licenses (e.g. Accurint), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
- (4) Unallowable expenses include but are not limited to:
- (a) Medications and screening/testing costs.
  - (b) Harm reduction supplies including syringes.
  - (c) Cash or gift card incentives (outside of taxi vouchers or gas cards as outlined in Section 4.b.(3)(b)).
  - (d) Advertising or marketing.
  - (e) Purchase or maintenance of vehicles.

## 5. General Revenue and Expense Reporting.

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/ STD/TB (HST) Program via Orpheus.
- b. LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.

**7. Performance Measures.**

- a. LPHA must operate its program in a manner designed to achieve the following STD performance goals:
  - (1) Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification.
  - (2) Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45.
  - (3) Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification.
  - (4) Congenital syphilis electronic report form should be completed within 45 days of birth.
  - (5) Contacts should be tested/treated within 30 days before or after the index patient's testing date.
- b. LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Oregon public health modernization process measures:
  - (1) Percent of gonorrhea Cases that had at least one Contact that received treatment.
  - (2) Percent of gonorrhea Case reports with complete priority fields. Priority fields include race, ethnicity, sex of sex partner, pregnancy status, and HIV status/date of last HIV test

**Attachment 1**  
**Required Core Variables**

<b>STD Core Variables</b>	<b>Chlamydia and Gonorrhea Cases—All</b>	<b>Priority Gonorrhea Cases:</b>	<b>Syphilis Cases—All</b>	<b>Priority Syphilis Cases</b>
<b>Age*</b>	✓	✓	✓	✓
<b>Sex*</b>	✓	✓	✓	✓
<b>County*</b>	✓	✓	✓	✓
<b>Specimen collection date*</b>	✓	✓	✓	✓
<b>Diagnosing facility type</b>	✓	✓	✓	✓
<b>Anatomic site of infection*</b>	✓	✓		
<b>Race/ethnicity</b>		✓		✓
<b>Gender identity</b>		✓		✓
<b>Sexual orientation</b>		✓		✓
<b>Sex of sex partners</b>		✓		✓
<b>Pregnancy status</b>		✓	✓	✓
<b>HIV status</b>		✓		✓
<b>Treatment/Date of treatment</b>		✓	✓	✓
<b>Clinical signs/symptoms</b>				✓
<b>Substance use</b>				✓
<b>Incarceration history</b>				✓
* Included on lab report				

<b>HIV Core Variables</b>	<b>Orpheus Tab</b>	<b>Reported via ELR</b>	<b>Entered by OHA</b>	<b>Entered by LPHA</b>
<b>Stage</b>	Home layout-Stage		✓	
<b>Status</b>	Home layout-Status		✓	
<b>DOB/Age*</b>	Home layout-Age	✓	✓	✓
<b>Sex*</b>	Home layout-SOGI	✓	✓	✓
<b>Gender identity</b>	Home layout-SOGI		✓	✓
<b>Sexual orientation</b>	Home layout-SOGI		✓	✓
<b>Race/ethnicity</b>	Home layout-REALD		✓	✓
<b>Pregnancy status</b>	Home layout-Pregnant		✓	✓
<b>Housing at Dx</b>	Home layout-Housing at Dx		✓	✓
<b>Address*</b>	Home layout	✓	✓	✓
<b>Phone/email</b>	Home layout		✓	✓
<b>Diagnosing facility/Provider*</b>	Home layout-Provider	✓	✓	✓
<b>HARS ID HIV Diagnosis AIDS Diagnosis</b>	Home layout		✓	
<b>Specimen collection date*</b>	Labs tab	✓	✓	✓
<b>Clinical signs/symptoms</b>	Clinical tab		✓	✓
<b>Treatment/Date of treatment</b>	Treatment tab		✓	✓
<b>HIV risk history</b> At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		✓	✓
<b>Contacts</b>	Contacts tab			✓
<b>Outbreak Info</b>	Epilinks tab		✓	
* Included on lab report				

**Program Element #43: Immunization Services****OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Routine immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization services funded under this Agreement include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to underserved populations that lack access to vaccination with an emphasis on ensuring equity in service delivery.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- f. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- g. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- h. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- i. **IQIP, Immunization Quality Improvement for Providers:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- j. **IRIS System:** An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and child care site-specific data.
- k. **Oregon Vaccine Stewardship Statute:** State law requiring all State-Supplied Vaccine/IG providers to:
  - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
  - (2) Use ALERT IIS ordering and inventory modules; and
  - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.



- l. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
  - m. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/Immune Globulin (IG). Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
  - n. **Section 317:** Section under the federal Public Health Services Act providing federal funding that provides no cost vaccines to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
  - o. **Service Area:** Geographic areas in Oregon served by immunization providers.
  - p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by OHA procured with federal and state funds.
  - q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
  - r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
  - s. **Vaccine Eligibility:** An individual's eligibility for State Supplied Vaccine/IG based on insurance coverage for immunization.
  - t. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
    - (1) American Indian/Alaskan Native; or,
    - (2) Uninsured; or,
    - (3) Medicaid-enrolled; or,
    - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
    - (5) Underinsured and served by LPHAs.
  - u. **Vaccine Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal immunization requirements.
  - v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component						X = Foundational capabilities that align with each component						
X = Other applicable foundational programs												
Vaccines for Children Program Enrollment					*		X					X
Oregon Vaccine Stewardship Statute					*	X						
Vaccine Management					*							X
Billable Vaccine/IG					*		X					
Vaccine Administration					*							X
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*					X			
Surveillance of Vaccine-Preventable Diseases	*								X			
Adverse Events Following Immunizations					*							
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X			
School/Facility Immunization Law				*					X			

**b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:**

Two-year-old vaccination rates.

**c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:**

IQIP program.

**4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. State-Supplied Vaccine Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine provider or VFC Provider to assure access to clinical immunization services in the jurisdiction.

If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.

- b. Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

**c. Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.

**d. Billable Vaccine/IG.**

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

**e. Vaccine Administration.**

- (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Immunization Protocols.
- (2) In connection with the administration of a vaccine, LPHA must:
  - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
  - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
  - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
  - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
  - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)

- (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system to record the actual publication date.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-health-public.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

**f. Immunization Rates, Outreach and Education.**

- a. OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- b. Using a template provided by OHA and agreed upon by the Oregon Coalition of Local Health Officials (CLHO), LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.
- (3) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

**g. Tracking and Recall.**

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system or equivalent system compliant with the Clinical Decision Support for Immunization standards published by the CDC.
- (2) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

**h. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>  
<http://public.health.oregon.gov/LaboratoryServiceshttp://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

**i. Adverse Events Following Immunizations.**

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

**j. Perinatal Hepatitis B Prevention, Screening and Documentation**

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
  - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
  - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
  - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
  - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
  - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
  - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

**k. School/Facility Immunization Law**

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors433.html](https://www.oregonlegislature.gov/bills_laws/ors/ors433.html) and Oregon Administrative Rules 333-050-0140, available for review at [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiWIdp\\_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiWIdp_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265)
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiWIdp\\_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiWIdp_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265).
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities and can confirm receipt of materials
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

**l. Affordable Care Act Grants/Prevention and Public Health Project Grants**

If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.

- 5. General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. LPHA will submit an annual outreach workplan using a template provided by OHA and approved by CLHO.
- b. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- c. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

**7. Performance Measures.**

- a. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually, LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90%, LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
  - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
  - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
  - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- c. LPHA must complete data entry into the IRIS system of 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day and of exclusion orders 14 days prior to the exclusion day (excluding exclusion orders generated through a system other than IRIS). LPHA must follow the noncompliance steps outlined in OAR 333-050-0095 with any school or facility that does not submit a Primary Review Summary report.

## Attachment 1

**OREGON'S IMMUNIZATION BILLING STANDARDS****Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)****Purpose: To standardize and assist in improving immunization billing practice**Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- ☐ Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- ☐ Determine vaccine administration fees based on the actual cost of service and document how fees were determined. For a fee calculator, see <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINES/IMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/VFC/Documents/BillVacAdminCostFull.xlsm>.



- ☐ Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- ☐ Develop immunization billing policies and procedures that address:
  - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
  - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
  - The appropriate charge for vaccine purchased from OIP, by including a statement that says, "We will not charge more than the OIP-published price for billable vaccine."
  - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- ☐ With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- ☐ Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- ☐ Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- ☐ Conduct regular quality assurance measures to ensure costs related to LPHA's immunization services are being covered
- ☐ Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

**Program Element #51: Public Health Modernization**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization.

**Section 1: LPHA Leadership, Governance and Implementation**

- (1) **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- (2) **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 2: Regional Public Health Service Delivery**

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 3: COVID-19 Public Health Workforce**

**Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic.** Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

**Section 4: Public Health Infrastructure: Workforce**

- a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs
- b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

## 2. Definitions Specific to Public Health Modernization

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

- 3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in the Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component  X = Other applicable Foundational Programs						X = Foundational Capabilities that align with each component						
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*		X			X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	*		X				X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	*		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	*		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	*					X	X	X	X			X

**b. Public Health Accountability Outcome Metrics:**

The 2019-2021 Public Health Accountability Metrics adopted by the Public Health Advisory Board for communicable disease control and environmental health are:

- Two-year old immunization rates
- Gonorrhea rates
- Active transportation
- Drinking water health-based standards

LPHA is not required to select these metrics as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. Public Health Accountability Process Measures:**

The 2019-21 Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need. The following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields
- Local public health authority participation in leadership or planning initiatives related to active transportation, parks and recreation, or land use
- Percent of water systems surveys completed
- Percent of water quality alert responses
- Percent of priority non-compliers resolved

**4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority’s and the public health system’s goals for achieving health equity.

- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation**

Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.

**Requirements that apply to Section 2: Regional Public Health Service Delivery**

- (1) Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- (2) Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

**Requirements that apply to Section 3: COVID-19 Public Health Workforce**

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 10% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

**Requirements that apply to Section 4: Public Health Infrastructure: Workforce**

- a. Implement at least one of the following activities:
  - (1) Implement strategies and activities to recruit, hire and retain a diverse public health workforce that reflects the communities served by the LPHA.
  - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in foundational capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
  - (3) Support and retain public health staff through systems development and improvements.
  - (4) Support and retain public health staff through workforce training and development.
  - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.

- (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs.
- (7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

**5. General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- c. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- d. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- e. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- f. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

**7. Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

## Appendix A

The table below lists the goals and requirements that LPHAs will work toward with 2021-23 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.</li> <li>• LPHA will demonstrate strategies toward local or regional reductions in inequities across populations.</li> </ul> <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities' ability to respond.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable)</li> </ul> <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable)</li> </ul> <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.</li> </ul>
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p>Leadership and Organizational Competencies</p> <ul style="list-style-type: none"> <li>• LPHA will participate in public health modernization learning collaboratives.</li> <li>• LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.</li> </ul> <p>Health Equity and Cultural Responsiveness</p> <ul style="list-style-type: none"> <li>• LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)</li> </ul> <p>Assessment and Epidemiology</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.</li> </ul> <p>Community Partnership Development</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.</li> <li>• LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.</li> <li>• LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.</li> <li>• LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.</li> </ul> <p>Communications</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.</li> <li>• LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.</li> </ul>



**Attachment B**  
**Financial Assistance Award (FY23)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Polk County  Street: 182 SW Academy, Suite 302 City: Dallas State: OR Zip: 97338-1900	<b>2) Issue Date</b> Thursday, December 1, 2022	<b>This Action</b> Amendment  FY 2023
	<b>3) Award Period</b> From July 1, 2022 through June 30, 2023	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$99,489.00	\$0.00	\$99,489.00
PE01-09	COVID-19 Active Monitoring - ELC	\$321,568.16	\$0.00	\$321,568.16
PE01-10	OIP - CARES	\$328,128.37	\$0.00	\$328,128.37
PE10-02	Sexually Transmitted Disease (STD)	\$151,254.00	\$0.00	\$151,254.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$84,687.00	\$7,117.00	\$91,804.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$230,788.00	\$0.00	\$230,788.00
PE40-01	WIC NSA: July - September	\$58,734.00	\$0.00	\$58,734.00
PE40-02	WIC NSA: October - June	\$176,201.00	\$0.00	\$176,201.00
PE40-05	Farmer's Market	\$2,627.00	\$0.00	\$2,627.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$3,072.00	\$0.00	\$3,072.00
PE42-04	MCAH Babies First! General Funds	\$9,818.00	\$0.00	\$9,818.00
PE42-06	MCAH General Funds & Title XIX	\$5,764.00	\$0.00	\$5,764.00
PE42-11	MCAH Title V	\$32,518.00	\$0.00	\$32,518.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,500.00	\$0.00	\$2,500.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-14	Home Visiting	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$25,092.00	\$0.00	\$25,092.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$70,000.00	\$0.00	\$70,000.00
PE46-05	RH Community Participation & Assurance of Access	\$23,780.22	\$0.00	\$23,780.22
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$11,695.00	\$0.00	\$11,695.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$346,091.00	\$0.00	\$346,091.00
PE51-03	ARPA WF Funding	\$199,077.57	\$0.00	\$199,077.57
		\$2,292,884.32	\$7,117.00	\$2,300,001.32

5) Foot Notes:	
PE01-01	9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
PE01-09	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-10	9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2022: Underspent SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-05	5/2022: Submit final quarterly Revenue and Expense Report to State LPHA by 1/31/2023.
PE42-11	5/2022: Indirect rate maximum is 10%
PE42-12	5/2022: Indirect rate maximum is 10%
PE51-01	9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.
PE51-03	10/2022: unspent funds from FY23 can be carried over to FY24 – Funds must be spent by 6/30/2024.

<b>6) Comments:</b>	
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	9/2022: rollover unspent funds from FY22 to FY23;
PE12-01	12/2022: SFY23 Unspent SFY22 funds \$7,117 must be spent by 6/30/2023. A revised program budget is due 1/31/2023
PE13-01	10/2022: Amendment to add FY22 Carry over funds of \$7,500 & BM108 funds of \$215,788
PE40-01	5/2022: SFY23 award; require spend \$11747 on Nutrition Ed, \$1528 on BF Promotion
PE40-02	5/2022: SFY23 Q2-4 award: spend \$35240 on Nutrition Ed, \$4585 on BF Promotion
PE40-05	5/2022:SFY2023 WIC FDNF mini grant, to be paid in equal installment on 7/1 and 10/1 of 2022.
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE44-02	8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award
PE50	10/2022: realign funding sources;
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment C****Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY23)**

<b>PE12-01 Public Health Emergency Preparedness and Response (PHEP)</b>		
Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	06/16/22	06/16/22
Budget Performance Period:	07/01/2022-06/30/2023	07/01/2022-06/30/2023
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,439,412	8,439,412
Project Description:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves	Ms. Sylvia Reeves
Indirect Cost Rate:	17.64%	17.64
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53478	53485
Index:	50407	50407

Agency	UEI	Amount	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$84,687.00	\$7,117.00	\$91,804.00



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Public Health Consent Calendar Date: March 08, 2023  
Contractor Name: Oregon Health & Science University  
Address: 3181 SW Sam Jackson Park Road  
City, State, Zip: Portland, OR 97329-3098  
Effective Dates - From: October 01, 2022 Through: September 30, 2023  
Contract Amount: \$19,688.00

## Background:

The agreement between OHSU and Polk establishes terms for how they will provide pass through funds from OHA allocated to Polk County, which falls under the Maternal and Child Health Services Block Grant, for the Children and Youth with Special Needs (CaCoon) Program (PE08).

## Discussion:

This fourth amendment is a continuation of the subaward relationship with OHSU for (PE08) CaCoon program and is simply an extension to the existing agreement to 9/30/23.

## Fiscal Impact:

The total dollar amount for this amendment is \$19,688.00 for PH08: CaCoon Program during FY 22-23. Funding is split into two lump sums, one at the execution of the agreement for \$11,812.80 and the other at end of contract for \$7,785.20, which will be obtained via invoicing. The PH budget was prepared in anticipation of this funding.

## Recommendation:

It is recommended that Polk County sign this fourth amendment with Oregon Health & Science University.

## Copies of signed contract should be sent to the following:

Name: Tami Stump E-mail: hs.contracts@co.polk.or.us  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Research Subaward Agreement Amendment Number 4			
Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: County of Polk, Public Health Email Address: stump.tami@co.polk.or.us Principal Investigator: Tami Stump	
Project Title: Title V: Maternal & Child Services			
PTE Federal Award No. B04MC31511		Federal Awarding Agency: HRSA	
Subaward Period of Performance: Start Date: 10/01/2018 End Date: 09/30/2023		Amount Funded This Action: \$19,688.	Subaward No: 1015198_POLK
Effective Date of Amendment: 10/01/2022	Total Amount of Federal Funds Obligated to Date: \$96,924	Subject to FFATA: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Automatic Carryover: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The Period of Performance is hereby extended through 09-30-2023.

The Current Budget Period is from 10-01-2022 through 09-30-2023.

Funds for the Current Budget Period are hereby awarded in the amount of \$19,688 per Attachment 5.4.

The Statement of Work for the Current Budget Period is hereby included in Attachment 5.4.

Attachment 3A, PTE Contacts, is hereby updated, as follows:

Administrative Contact Email: [spasub@ohsu.edu](mailto:spasub@ohsu.edu)

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE	By an Authorized Official of Subrecipient
_____ Date: _____	_____ Date: _____
Michael Padden Grants & Contracts Administrator	Name: Title:



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Public Health Consent Calendar Date: March 08, 2023  
Contractor Name: Multnomah Education Service District  
Address: 11611 NE Ainsworth Circle  
City, State, Zip: Portland, OR 97220  
Effective Dates - From: January 01, 2023 Through: June 30, 2023  
Contract Amount: \$7,500.00

## Background:

The County receives funds from the Oregon Health Authority (OHA) to provide Title XIX Medicaid Administrative services to residents of the County by way of a grant. Multnomah Education Service District (MESD) in partnership with OHA has agreed to provide and manage the data survey platform for Medicaid Administrative Claims (MAC) that are required for County participation.

## Discussion:

This amendment 1 changes the pricing methodology for the use of the MESD application for entering MAC surveys. Instead of \$10 per participant account, Polk will now pay a percentage based on the total claim on the amount of \$56,594.00 per quarter, which is distributed throughout 18 counties. Participation in the MAC program is a buy in program that reimburses us at double the investment, making the cost of overall participation minimal.

## Fiscal Impact:

The total amount for this agreement is estimated to be less than \$7,500.00 (conservative estimate), with a range anywhere between \$1,000.00 to \$1,500.00 per quarter. The Public Health Services budget has sufficient expenditure authority to accommodate this and was prepared in anticipation of this agreement.

## Recommendation:

It is recommended that Polk County sign this agreement with Multnomah Education Service District.

Copies of signed contract should be sent to the following:

Name: Tami Stump E-mail: hs.contracts@co.polk.or.us  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

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**AMENDMENT #1 TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
POLK COUNTY HEALTH DEPT**

This is an amendment to the Intergovernmental Agreement between Multnomah Education Service District, hereinafter "MESD," and Polk County Health Department, hereinafter "Client," (collectively, "the Parties"), pursuant to the authority granted in ORS 190.010 and ORS Chapter 190.

**Purpose:** In order to sustain the MESD MAC Program, MESD is moving away from \$10 cost pool based fees methodology and creating a more equitable way to charge for MAC data capture system and support services based on actual program costs.

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**Termination Date:** The termination date of this contract does not change. The Parties shall continue to perform the work as described in the original Exhibit 1. (Scope of Work).

**Pricing Methodology Change:** The pricing methodology in Section 1, part D shall be changed:

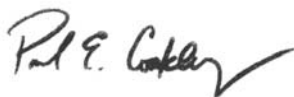
**CHANGE FROM:** To pay an administrative fee to MESD of \$10 per cost pool participant per claiming period.

**CHANGE TO:** To pay an administrative fee to MESD of \$56,594, divided by four survey quarters, (which is \$14,149 per quarter: fall, winter, spring, summer.), distributed between all participating county health departments based upon % of Total Claim in the corresponding quarter.

All other terms and conditions of the original agreement remain unchanged.

**THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED**

**I have read this Agreement, including any Attachment(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



\_\_\_\_\_  
*Signature of MESD's Authorized Signer,*

\_\_\_\_\_  
Dr. Paul Coakley, Superintendent

\_\_\_\_\_  
*Name and title of MESD's Authorized Signer*

\_\_\_\_\_  
1/3/2023

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Provider's Authorized Signer*

\_\_\_\_\_  
*Name and title of Provider's Authorized Signer*

\_\_\_\_\_  
*Date*

*Multnomah Education Service District prohibits discrimination and harassment on any basis protected by law, including but not limited to race, color, religion, sex, national or ethnic origin, sexual orientation, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status, parental or marital status or age. For more information and detail on MESD's non-discrimination policies, including procedures and contact information for reporting discrimination, please visit the MESD Non-Discrimination, Harassment & Bullying Notice page at <https://www.multnomahesd.org/nondiscrimination.html>.*





# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Public Health Consent Calendar Date: March 8, 2023  
Contractor Name: Cynthia Rettler  
Address: 923 SW Ellis Street  
City, State, Zip: Dallas, OR 97338  
Effective Dates - From: March 01, 2023 Through: June 30, 2023  
Contract Amount: \$varies

## Background:

Cindy Rettler has agreed to provide Community Health Nurse services to referred Polk County individuals.

## Discussion:

Cindy Rettler meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

## Fiscal Impact:

The Public Health Services 2022-2023 budget has sufficient expenditure authority to accommodate this contract.

## Recommendation:

It is recommended that Polk County sign this agreement with Cindy Rettler.

Copies of signed contract should be sent to the following:

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

**CONTRACT & AGREEMENT SUMMARY**

<b>CONTRACT NUMBER:</b>	
<b>COUNTY/DEPARTMENT:</b>	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
<b>CONTACT PERSON:</b>	ROSANA WARREN
<b>DATE ISSUED:</b>	FEBRUARY 24, 2023
<b>CONTRACTOR</b>	CYNTHIA RUTH RETTLER 923 S.W. ELLIS STREET DALLAS, OR 97338 SSN/ID#: ON FILE
<b>CONTACT PERSON:</b>	CINDY RETTLER
<b>SERVICES PROVIDED:</b>	To provide Community Health Nurse services as described in Exhibit B.
<b>EFFECTIVE DATES:</b>	FROM MARCH 01, 2023 THROUGH JUNE 30, 2023
<b>BUDGET LINE #:</b>	235-8540-525-PHADM
<b>DOLLAR AMOUNT:</b>	VARIES
<b>TERMS:</b>	Service Rates per Exhibit B
<b>ADDITIONAL COMMENTS/INFORMATION:</b>	

**NOTIFY FISCAL DEPARTMENT IMMEDIATELY OF ANY CONTRACT TERMINATION**

[HS.CONTRACTS@co.polk.or.us](mailto:HS.CONTRACTS@co.polk.or.us)

## **AGREEMENT**

This Agreement is made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and Cynthia Ruth Rettler, 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 March 01, 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 either party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
- 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, creed, national origin or duration of residence, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
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 Polk County as a qualified entity, to determine the nature of any criminal activity the Contractor may have been involved in accordance with OAR 943-007-001 for purposes described in OAR 407-007-0400. No work will be assigned to Contractor until a Criminal History Check is completed and verified by the qualified entity. Contractor shall notify Polk County within five days of being arrested, charged, or convicted of any crime.

#### **SECTION IV: CLAUSES REQUIRED BY OREGON LAW FOR PERSONAL SERVICES CONTRACTS**

1. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:
  - a. 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.
  - b. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - c. 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.
  - d. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. 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.

3. 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.
4. 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 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.
5. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.
6. 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.
7. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

**SIGNATURE PAGE:**

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

- Exhibit A: Business Associate Agreement
- Exhibit B: Scope of Work

**CONTRACTOR**

**COUNTY**

Cynthia Peck      03/22/2023

Signature

Date

Chair

Date

Title: Community Health Nurse

Board of Commissioners

Address: 923 SW Ellis, Dallas TX 75208

Phone: 541-231-7134

Fax:

APPROVED AS TO FORM

Email: crrettler@hotmail.com

\_\_\_\_\_  
Morgan Smith

Date

County Counsel

**EXHIBIT A:**  
**BUSINESS ASSOCIATE AGREEMENT**  
**Between**  
**POLK COUNTY and CYNTHIA RUTH RETTLER**

- 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.<sup>1</sup> Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred to as “COUNTY” and Cynthia Ruth Rettler 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

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<sup>1</sup> 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.

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.
- 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:** 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 March 01, 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:
  - i. 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
  - ii. 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

- iii. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

c. Effect of Termination:

- i. 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.
- ii. 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 purposes 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);
  - i. Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
  - ii. Report to the COUNTY any security incident of which it becomes aware.
  - iii. 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:
  - i. It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or
  - ii. 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:**  
**SCOPE OF WORK**

POLK COUNTY, a political subdivision of the State of Oregon and, Cindy Rettler, hereinafter called "Contractor," hereby agree to the following:

**1. STATEMENT OF SERVICES**

This position will perform Community Health Nurse services. Contractor shall provide services as described below:

**A. GENERAL INFORMATION**

- i. Contractor will be required to pass a criminal background check as described in General Provisions Section, Item 25. Contractor must also provide primary source verification of credentialing. Annual requirements mandate Contractor will submit a conflict of Interest Statement. Contractor query of the OIG and EPLS List of Excluded Individuals/Entities database will also be performed annually. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance Loans. It is the expectation that Contractor will maintain credentialing required to perform job duties in good standing. It is the responsibility of the Contractor to report any circumstances that would jeopardize this standing or lead to exclusionary status. Failure to do so may lead to contract termination.
- ii. Contractor shall notify County of anticipated extended absences (i.e. vacations, professional meetings, etc.) within five (5) full working days for County to secure back up. County may modify the appointment schedule and will notify the Contractor within five (5) full working days. Contractor agrees to, whenever possible; assist in the location of a suitable temporary replacement.

Contractor shall notify County of unplanned absences (ie: illness or other unforeseen events) at least one hour prior to expected work time.

- iii. Contractor will provide services within the parameters of County policy and procedure. Notwithstanding any limitations in this agreement, Contractor shall perform all services deemed necessary in their professional opinion based upon their documented training/education and expertise as evidenced in the application materials and other professional endorsements.

- iv. Contractor will maintain records and documentation within the EHR supported by County. All client records are considered the property of the County and shall not be retained by the Contractor. Contractor understands County documentation policy requires documentation to be completed within three business days of service.
- v. Contractor shall only use methods or techniques in which the Contractor has documented training/education and expertise as evidenced in the application material or other professional endorsements. Contractor will ensure services provided are within the guidelines and/or policies of Oregon Health Authority (OHA) and PacificSource Community Solutions.

## **B. REQUIRED SERVICES AND DELIVERABLES**

Contractor will provide the following services:

- i. **WIC BREASTFEEDING COORDINATOR SERVICES** to perform outreach, education, client visits, which may include the following:
  - a. Ensures that the local agency follows federal and state laws regarding the provision of rest periods to breastfeeding employees for milk expression
  - b. Coordinates the breastfeeding activities related to the annual Nutrition Services Plan
  - c. Plans and coordinates special projects, activities and events, such as support groups, promotion of World Breastfeeding Week, and others
  - d. Advise WIC participants and staff on current breastfeeding research and information as it applies to WIC services and maintains updated reference material
- ii. **IMMUNIZATIONS SERVICES** to perform reporting, outreach, events, and immunization clinics, which can include the following:
  - a. Administer vaccines as directed by most current, signed version of OHA's Model Standing orders for Immunizations
  - b. Accurate use of OHA's statewide immunization information system, ALERT IIS, for data entry and vaccine forecasting
  - c. Compliance with VFC and 317 vaccine storage, handling, usage, documentation and billing processes
  - d. Complete Oregon Immunization Program and ALERT IIS required trainings

iii. **REPRODUCTIVE HEALTH SERVICES** to perform reporting, outreach including jail, assessment surveys, education/classes, which can include the following:

- a. Completes all reproductive health training per OHA guidelines
- b. Participates in monthly reproductive health staff meetings
- c. Reads, comprehends and implements the reproductive health and STI policies adopted by the OHA
- d. Refers clients to NP and/or outside referrals as needed based on client's health needs
- e. Dispenses birth control per reproductive health policies and in compliance with the Board of Pharmacy
- f. Refers pregnant clients to WIC, OMC and home visiting programs as needed
- g. Screens, tests and treats STI clients per policy guidelines
- h. Refers clients with reportable communicable diseases to the CD team for follow up within 24 hours of receipt of lab results
- i. Calls clients with lab test results and refers to NP and/or outside referral as needed based on client's health needs
- j. Accurately documents all medication dispensed in medication log book
- k. Accurately documents all labs in lab log book
- l. Completes lab requisition and lab manifest forms accurately
- m. Prepares red box with lab samples for pick up

**C. RATES AND METHOD OF PAY**

- i. Contractor shall provide these services for a maximum of thirty-two (32) hours per week. In the event of a Public Health emergency, Contractor may provide additional hours for the duration of the emergency and as mutually agreed by both parties.
- ii. County shall reimburse the Contractor at the rate of \$63.00 per hour for Nurse services upon receipt of an invoice.

- iii. Contractor shall submit invoices monthly by the tenth (10) day after the end of the billing period to HS Fiscal either electronically to [hs.fiscal@co.polk.or.us](mailto:hs.fiscal@co.polk.or.us) or by mail to 182 SW Academy St, Suite 204, Dallas, OR 97338; or to any other address as County may indicate in writing to Contractor. Invoice shall include a brief description of services provided and hours in excess of 32 hours per week.
- iv. County will only pay for authorized services as described above to Contractor. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures made while providing said services.