

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** July 19, 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.
3. COMMENTS (for items not on this agenda and limited to 3 minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF THE MINUTES FROM July 12, 2023
6. APPROVAL OF CONSENT CALENDAR

**CONSENT CALENDAR**

- (a) Polk County Contract No. 23-142, Capital Asset & Pavement Preservation  
(Todd Whitaker, Public Works Director)
- (b) Polk County Contract No. 23-147, Service Contract  
(Rosana Warren, Behavioral Health)
- (c) Polk County Contract No. 23-148, Oregon Health Authority – Health Systems,  
Behavioral Health Workforce  
(Rosana Warren, Behavioral Health)
- (d) Polk County Resolution No. 23-09, Master Fee Schedule FY2023-2024  
(Greg Hansen, Administrative Officer)
- (e) Polk County Contract No. 23-150, Employment Contract  
(Greg Hansen, Administrative Officer)
- (f) Polk County Contract No. 23-151, Service Contract  
(Rosana Warren, Behavioral Health)
- (g) Polk County Contract No. 23-152, Service Contract  
(Rosana Warren, Behavioral Health)
- (h) Polk County Contract No. 23-153, Iris Telehealth Medical Group PA  
(Rosana Warren, Behavioral Health)
- (i) Polk County Resolution No. 23-11, in the matter of declaring the necessity of  
acquiring property for the Black Rock Road Improvement Project  
(Morgan Smith, County Counsel)

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES July 12, 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 Mordhorst and Commissioner Pope 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 meeting on July 12, 2023 has been canceled.

The Polk County Board of Commissioners will be attending a lunch and learn meeting with the Polk County District Attorney's office on July 18, 2023, located at 820 SE Church St Ste 100, Dallas Oregon.

**3. COMMENTS**

None.

**4. APPROVAL OF AGENDA**

Commissioner Gordon stated that due to a clerical error, there would be an add on to the agenda of the Confederated Tribes of Grand Ronde & Oregon Department of Fish and Wildlife MOA, which was incorrectly scheduled on the July 11, 2023 agenda.

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE AGENDA WITH THE ADD ON.**

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

**5. APPROVAL OF MINUTES OF BOARD MEETING OF July 5, 2023**

**MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF July 5, 2023.**

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

**6. APPROVAL OF CONSENT CALENDAR**

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

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

**7. CONFEDERATED TRIBES OF GRAND RONDE & ODFW MOA**

Colby Drake, CTGR Natural Resource Manager, Sheryl Kennedy, CTGR Council Chair, and

Rob Greene, Attorney for the CTGR, came to discuss with the Board of Commissioners about a Memorandum of Agreement (MOA) between the CTGR and the Oregon Department of Fish and Wildlife (ODFW.) Mr. Drake provided background information on the MOA and presented a map that showed the proposed hunting and fishing units. Mrs. Kennedy explained why this MOA is important to the CTGR and shared some history of the Tribes. Mrs. Kennedy asked the Commissioners for their support. Mr. Greene stated that this is a process they have been working on for several years and that they have been entering into agreements over the years for the Tribe to gain rights to be able to hunt and fish on their land. Commissioner Mordhorst asked if they will have hunting seasons or if it be year around. Mr. Drake answered his question. Commissioner Pope stated his concerns and asked why they would ask for the support of the Commission when they haven't resolved all the issues they currently have in this MOA with the other Tribes in Oregon. Mr. Greene answered his question. Commissioner Gordon asked how do they plan to share their data from these agreements. Mr. Greene answered his question and then Mr. Drake shared how he plans to share his data and how they plan to continue their partnerships and communication with the other Tribes.

#### **8. LENGTH OF SERVICE AWARDS**

The Board of Commissioners and staff recognized the following employees for their years of service:

- Josh James, 15 years of service
- Donna Smith, 15 years of service

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

- a) Polk County Contract No. 23-136, Employment Agreement  
(Greg Hansen, Administrative Officer)
- b) Polk County Contract No. 23-137, Employment Agreement  
(Greg Hansen, Administrative Officer)
- c) Polk County Contract No 23-138, Service Contract  
(Aaron Felton, District Attorney)
- d) Polk County Contract No. 23-140, Department of Justice, Child Support  
Services  
(Aaron Felton, District Attorney)

At 9:40 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The meeting was adjourned at 10:04 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: July 19, 2023



# Contract Review Sheet

Staff Contact: \_\_\_\_\_ Department: \_\_\_\_\_

Title: \_\_\_\_\_ Consent Calendar Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Effective Dates - From: \_\_\_\_\_ Thru: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

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

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

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

## PERSONAL SERVICES CONTRACT POLK COUNTY PUBLIC WORKS

This contract is made and entered into by and between Polk County, herein known as Agency and the below named firm, herein referred to as Contractor.

Contractor Name: Capitol Asset & Pavement Services Inc  
 Address: PO Box 7840  
 Salem, OR 97303  
 Phone: (503) 689-1330  
 Email: [jconder@capitolasset.net](mailto:jconder@capitolasset.net)

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

1.0 Contract duration. The duration of this Agreement is effective when signed by Contractor and County and shall be completed within two years of its effective date.

2.0 Contractor's services. The scope of services, deliver schedule and compensation are described in Attachment "A", attached hereto and by this reference incorporated into this Agreement.

3.0 Assignment. Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

4.0 Laws and regulations. Polk County and Contractor agree to comply with the ordinances and regulations of Polk County; applicable provisions in any contract between Polk County and the State of Oregon relating to the services to be provided under this Agreement by the Contractor; and all provisions of Federal and State law, rules and regulations relating to Contractor's performance of services under this Agreement.

In the case of an act or duty of Polk County, imposed upon Polk County by the State of Oregon, which, by the nature of this Agreement, Polk County determines to be within the scope of this Agreement and is to be performed by Contractor. Contractor shall perform such act or duty on behalf of Polk County.

5.0 Conflict of interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

6.0 Monitoring. Contractor agrees that time slips and billings that pertain to services under this Agreement shall be open for inspection by Polk County's agents at any reasonable time

during business hours. All hearings records and exhibits, time slips and billings shall be provided promptly after a decision is rendered.

7.0 Payments/Consideration. Polk County shall pay Contractor pursuant to the terms and conditions stated in Attachment "A" attached hereto and by this reference incorporated into this Agreement.

8.0 Withholding payments; liquidated damages. Notwithstanding any other payment provision of this Agreement, if contractor fails to submit required reports when due, or fails to perform or document the performance of contracted services, Polk County may immediately withhold payments under this Agreement.

9.0 Insurance. Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of Contractor. No work will be allowed until an insurance certificate naming Polk County and its agents as an additional insured has been received by Polk County. Such liability insurance, whatever the form, shall not be less than the limits of public body tort liability specified in ORS 30.272 with a provision for increased coverage as such limits are increased by legislative action.

10.0 Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience after 30 days notice in writing. Polk County may terminate all or part of this Agreement for any one or more of the reasons specified below:

10.1 After 10 days notice, if funding to Polk County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Polk County will give more notice whenever possible.

10.2 After 30 days notice, if Federal or State regulations are changed in such a way that services no longer are allowable under this Agreement.

10.3 Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Contractor to provide a service under this Agreement.

10.4 Immediately, if Contractor fails to provide services, or fails to meet any performance standard as specified by Polk County in this Agreement (or subsequent modifications of this Agreement) within the time therein specified, or any extensions thereof.

10.5 Immediately, if Polk County has evidence that Contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.

10.6 Immediately, upon failure of Contractor to comply with the provisions of this Agreement and all applicable Federal, State and local laws, rules and regulations.

10.7 Termination, or the withholding of payments or reduction of obligation under Section 6.0, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.

11.0 Independent contractor. Contractor is engaged as an Independent Contractor.

11.1 Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

11.2 This Agreement is not intended to entitle Contractor to any benefits generally granted to Polk County employees. By way of illustration, but without limitation, 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.

11.3 Contractor is an Independent Contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.407. If Contractor performs this Agreement without the assistance of any other person, Contractor shall execute a Joint Declaration with Polk County's Workers' Compensation carrier absolving Polk County of any and all liability as provided in ORS 656.029.

12.0 Delegation and reports. Contractor shall not delegate the responsibility for providing services under this Agreement to any other individual or agency except as expressly approved by Polk County, and shall provide Polk County with periodic reports at the frequency and with the information required by Polk County.

13.0 Constraints. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, Oregon Constitution, and is contingent upon funds being available and appropriated therefor. Any provisions in this Agreement which would conflict with law are deemed inoperative to that extent. It is understood by both parties that no commitments have been or are made by either party beyond the end of this Agreement.

14.0 Hold harmless. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of its

work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor is responsible for injury to persons or property caused directly or indirectly by reason of activities by Contractor, its subcontractor or the employees of either, in the performance of this Agreement. Contractor further agrees to indemnify, save harmless and defend Polk County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, attorneys fees, losses and expenses in any manner resulting from, arising out of, or connected with any such damage and/or injury that may be asserted by any person or entity in connection with the performance of work described in this contract, except liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against Polk County under state or federal workers compensation laws. If any aspect of this indemnity provision shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this provision.

15.0 Settlement of disputes. Differences between a Contractor and Polk County, or between Contractors, will be resolved when possible at appropriate management levels. The Polk County Board of Commissioners has ultimate responsibility and authority for resolution of disagreements not resolved at management levels.

16.0 Non-discrimination. Contractor agrees that no person, on grounds of race, color, creed, national origin, sex, marital status or age, will suffer discrimination in the performance of this Agreement when employed by Contractor.

17.0 Attorney fees. If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms of this Agreement, each party is responsible for its own attorney's fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

18.0 Disputes. All disputes, and all claims for alleged breach of contract shall, within ten days of the commencement of dispute, be presented in writing to Polk County for decision; but in the meanwhile, Contractor shall proceed with the work as directed, unless directed otherwise by the County.

18.1 Contractor shall submit in detail the claim and proof thereof. Polk County, with reasonable promptness, shall render its decision to the Contractor in writing.

18.2 If Contractor does not agree with any decision of Polk County, Contractor shall except that decision from the final release.

18.3 If Contractor has (1) given notice of any dispute within the limit stated above; (2) taken exception to Polk County's decision in the release; and (3) brought suit by way of Arbitration Proceeding pursuant to ORS 36.300 through 36.365 within 120 days after receipt of final payment under this contract or within six months of a written request by Polk County that Contractor submit a final voucher and release, whichever time is the lesser; then Polk County's decision shall not be final and conclusive but the dispute shall be tried in arbitration on its merits. If the above conditions precedent have not been met, Contractor agrees that his noncompliance with the conditions precedent constitutes a waiver of right to assert a claim.

19.0 Captions. The headings or captions in this Agreement are solely for convenience of the reader, and do not have legal effect.

20.0 Choice of law. This Agreement shall be governed by the laws of the State of Oregon.

21.0 Venue. Venue relating to this Agreement shall be in the district or circuit courts of the State of Oregon for Polk County, located in Dallas, Oregon.

22.0 Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

23.0 Terms required by law:

23.1 Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

23.2 Contractor shall not permit any lien or claim to be filed or prosecuted against the county on account of any labor or material furnished.

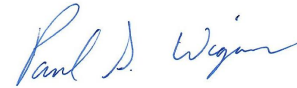
23.3 Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

23.4 Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services

**23.5** The parties to this contract agree that they are compliant with ORS chapter 656 (Workers Compensation)

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF 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. CONTRACTOR, BY HIS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
Contractor

26-1549572

\_\_\_\_\_  
Tax I.D. Number

Approved by the Polk County Board of Commissioners at the regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to Form:

POLK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Chairman

**INDEPENDENT CONTRACTOR SCOPE OF SERVICES**

- 1.0 Contractor's Services.** Contractor shall perform the necessary services as required and directed by the Agency. Services shall be performed in accordance with a schedule approved by Agency below. Contractor agrees to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor to perform these services, unless specifically enumerated
- 2.0 Task/Compensation Schedule.** The following schedule shows summary information for each Task Order. Refer to the individual Task Order(s) (attached) for specific information on the scope, schedule and compensation.

<b>No.</b>	<b>TASK (specify or attach work schedule)</b>	<b>Task Order Amount</b>	<b>Eff. Date</b>
1	Pavement Management Program Update and Reinspection Services	\$17,900.00	June-2023

- 3.0** Agency shall make payment monthly upon written progress reports acceptable to Agency. Invoices and progress report shall be sent to the Public Works Director.

## TASK ORDER-1

This is Task Order No. **1**, consisting of one page, referred to in and part of the **Personal Services Contract** No. \_\_\_\_\_, between **Polk County** (AGENCY) and **Capitol Asset & Pavement Services, Inc.** (CONTRACTOR).

### SCOPE OF SERVICES

The general Scope of Services to described in Exhibit 1.

### SCHEDULE FOR PROVIDING SERVICES

The schedule for providing these services is weather dependent. Contractor shall make every attempt to inspect during optimum weather conditions (dry pavement following rain). Inspection services shall be completed no later than May 1, 2024. Analysis and reporting shall be completed by June 30, 2024.

### COMPENSATION

Compensation shall be as described in Exhibit I.

This Task Order is to be invoiced separately from other Task Orders.

The Agency and Contractor hereto have made and executed this Task Order on the day and year last written below.

Approved for Contractor

By

*Paul D. Wigony*

Title

*President*

Date

*6-21-2023*

Accepted for Agency

By

Title

Date



Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

February 1, 2023

*Mr. Todd Whitaker  
PW Director - Polk County  
820 SW Ash St  
Dallas, OR 97338-2151*

RE: Pavement Management Software Program Update & Re-inspection Services

Dear Todd,

As per our email conversation from this past week regarding pavement management, I have enclosed for your consideration a proposal for the pavement re-inspections of the Polk County Road network. This is a non-binding cost proposal and is meant for budgeting purposes for the task of re-inspections and updating of the entire pavement management system. It is also based upon re-inspecting the same mileage we took part in during the last inspection cycle over 5 years ago, (260 paved miles). Any new roads that need to be added to the database that were paved by the county since our last inspection cycle, will be added at no charge up to 5.0 C/L miles (365 miles).

Hopefully the scope of services I have attached in Exhibits 1, as well as the terms I have included within compensation satisfy your expectations; please contact me at your earliest convenience so we may schedule your project sometime during the 2023 calendar year.

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has more experience in county road inspections & analysis than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul or myself. Paul Wigowsky will be managing the project and handling the reporting processes. He can be reached at 503.551-6891 or at [paul@capitolasset.net](mailto:paul@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in these following exhibit meet with your approval.

Sincerely,  
Joel M Conder  
Senior Project Manager – Capitol Asset

## Services, and Cost (Exhibit #1) - Pavement Ratings

Service & Timeframes	Description	Cost
Kickoff Meeting & Data Gathering  (If requested)	Upon entering a contract with Capitol Asset & Pavement Services Inc. Our Senior Project Manager shall meet with county staff to discuss project timelines and notice to proceed. Other agenda items shall include but are not limited to contact information of county staff, local rules & regulations, press releases (if needed), obtaining any historical road information to include in new database; As-builds, and recent maintenance & rehabilitation activity. All previous maintenance & rehabilitation activity that has not been entered into the Streetsaver database, shall be entered by Capitol Asset & Pavement Services Inc. The County shall present this list in either electronic or written format to CAPS before the new and updated reporting is to commence.	Included
New Segmentation of County roads not currently in Database Network	Capitol Asset & Pavement Services Inc. shall physically measure any new county-maintained paved roads with an electronic distance measuring instrument in order to get accurate segment lengths. Each segment shall be measured for width using an engineering wheel. Pavement type, functional class, # of lanes, begins & end location and year constructed are just a few of the fields that shall be collected. All field data will be recorded electronically using a laptop computer and added to the new existing Streetsaver database.	Included up to 5 new miles
Linking of GIS segments (If not currently linked)	CAPS, Inc will set up the GIS section link within the StreetSaver® Online program. Using the GIS Toolbox Section Link feature, CAPS, Inc will link each database section to the road centerline file provided by the County. Database section beginning and ending location descriptors will be matched to corresponding beginning and ending points in the road centerline file. Once complete, this will allow the creation of various maps using the StreetSaver® GIS reporting feature (Road PCI condition, Segments needing rehabilitation, maintenance history, etc). During the inspection process all gis road links shall be verified.	Included

Service & Timeframes	Description	Cost
Distress Rating of approximately 260 miles of county maintained paved roads.	A 2-person crew, led by one of our Senior Inspection Crew Leaders, will inspect all roads that are to be included in the study that currently reside within the county's Streetsaver database. This is done by windshield drive-by, and then turning around and inspecting the most representative area of the segment. A minimum of 10% of each section will be inspected. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection. This portion of the project shall take approximately 4-6 weeks to complete.	\$17,900
Further Populating of Database - Uploading of Distress Data – Calculations	Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent road data (M&R) collected from the county shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data.	Included
Software Training for County Staff (if requested)	Upon successful completion and delivery of the "final" Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 3–4-hour on-site training class at the county's location of choosing within Polk County.	Included

## Services, and Cost (Exhibit #1) - Pavement Ratings - Continued

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Service & Timeframes	Description	Cost
Custom Reporting and Maintenance & Rehabilitation Recommendations (M & R)	Based upon the MTC Streetsaver software and the Polk County strategies, Capitol Asset & Pavement Services Inc. will produce customized budget options reports. Polk County shall receive various reports showing cost-effectiveness of current or future various Maintenance & Rehabilitation strategies. Capitol Asset & Pavement Services Inc shall run multiple budget scenarios using actual as well as suggested dollar amounts. The county will be able to look at the impacts of a reduced or increased road maintenance funding and make more informed decisions as to the direction the county would like to take.	Included
Deliverables	Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of...	\$17,900

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## FEE SCHEDULE

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### HOURLY BILLABLE RATES STRUCTURE

**JANUARY 1, 2023 THRU DECEMBER 31, 2023**

(For services requested beyond deliverables within the lump sums)

Position Description	<u>Hourly Rate</u>
President	\$155.00/hr
Vice-President	\$145.00/hr
Senior Project Manager	\$145.00/hr
Senior Programmer	\$135.00/hr
Management Analyst	\$105.00/hr
Engineering Tech.	\$95.00/hr
Data Collection Coordinator	\$85.00/hr
Accounts Payable Clerk	\$70.00/hr
Travel Charge per mile	\$ 060.5/mile

**Not to Exceed Clause -**

The total price of this quote for 2023 is (\$17,900.00) and is based entirely on an estimate and may not be exceeded without the written authorization from a Polk County representative, or by change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices (\$17,900) for PMP services as set forth above or to be agreed upon.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: July 19, 2023  
Contractor Name: Andrew Stover Psyd, Inc.  
Address: PO Box 1001  
City, State, Zip: Seaside, OR 97138  
Effective Dates - From: July 01, 2023 Through: June 30, 2024  
Contract Amount: Varies

## Background:

Andrew Stover Psyd, Inc. has agreed to provide Behavioral Health Clinical to Polk County Health Services.

## Discussion:

Andrew Stover, Psyd. meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2023-2024 Behavioral Health budget was prepared in anticipation of this agreement.

## Recommendation:

It is recommended that Polk County sign this agreement with Andrew Stover Psyd, Inc.

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>	06/29/23
<b>CONTRACTOR</b>	ANDREW R. STOVER PSYD, INC. PO BOX 1001 SALEM, OR 97308 SSN/ID#: ON FILE
<b>CONTACT PERSON:</b>	DR. ANDREW STOVER
<b>SERVICES PROVIDED:</b>	To provide forensic evaluator consultation during RAD, aka the Aid and Assist Docket meeting.
<b>EFFECTIVE DATES:</b>	FROM JULY 01, 2023 THROUGH JUNE 30, 2024
<b>BUDGET LINE #:</b>	240-8540-540-M88
<b>DOLLAR AMOUNT:</b>	\$38,100.00 max
<b>TERMS:</b>	Service Rates per Appendix C.
<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)

## PERSONAL SERVICES CONTRACT

This Agreement is made and entered into by and between Polk County, a political subdivision of the State of Oregon, and Andrew R. Stover, Psy.D. Inc., hereafter referred to as "Contractor."

Polk County is authorized to obtain, by contract, services necessary to conduct its operations. Contractor has available, or can cause to be provided, the facilities, skills and/or staff required for the performance of these services.

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

1. Effective date. This Agreement is effective when signed by Contractor and County. Payment for services approved prior to the effective date shall be retroactive.
2. Contractor's services. Contractor shall perform the necessary services to conduct the program(s) more fully described in Appendix "B", attached hereto and by this reference incorporated into this Agreement. Services shall be performed in accordance with a schedule approved by Polk County.
3. Assignment. Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.
4. Laws and regulations. Polk County and Contractor agree to comply with the ordinances and regulations of Polk County; applicable provisions in any contract between Polk County and the State of Oregon relating to the services to be provided under this Agreement by the Contractor; and all provisions of Federal and State law, rules and regulations relating to Contractor's performance of services under this Agreement. Contractor further expressly agrees to comply, as applicable, with the statutory language contained in Appendix "A". In the case of an act or duty of Polk County, imposed upon Polk County by the State of Oregon, which, by the nature of this Agreement, Polk County determines to be within the scope of this Agreement and is to be performed by Contractor, Contractor shall perform such act or duty on behalf of Polk County.
5. Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

6. Monitoring. Contractor agrees that time slips and billings that pertain to services under this Agreement shall be open for inspection by Polk County's agents at any reasonable time during business hours.
7. Payments/Consideration. Polk County shall pay Contractor pursuant to the terms and conditions stated in the attached Appendix "C".
8. Withholding payments; liquidated damages. Notwithstanding any other payment provision of this Agreement, if contractor fails to submit required reports when due, or fails to perform or document the performance of contracted services, Polk County may immediately withhold payments under this Agreement until such requirements are fulfilled by Contractor.
9. Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience after 30 days notice in writing. Polk County may terminate all or part of this Agreement for any one or more of the reasons specified below:
  1. After 10 days notice, if funding to Polk County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Polk County will give more notice whenever possible.
  2. After 30 days notice, if Federal or State regulations are changed in such a way that services no longer are allowable under this Agreement.
  3. Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Contractor to provide a service under this Agreement.
  4. Immediately, if Contractor fails to provide services, or fails to meet any performance standard as specified by Polk County in this Agreement (or subsequent modifications of this Agreement) within the time therein specified, or any extensions thereof.
  5. Immediately, if Polk County has evidence that Contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.
  6. Immediately, upon failure of Contractor to comply with the provisions of this Agreement and all applicable Federal, State and local laws, rules and regulations.

7. Termination, or the withholding of payments or reduction of obligation under Section 6.0, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.

10. Independent contractor. Contractor is engaged as an Independent Contractor.

1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
2. This Agreement is not intended to entitle Contractor to any benefits generally granted to Polk County employees. By way of illustration, but without limitation, 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.
3. Contractor is an Independent Contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.407. If Contractor performs this Agreement without the assistance of any other person, Contractor shall execute a Joint Declaration with Polk County's Workers' Compensation carrier absolving Polk County of any and all liability as provided in ORS 656.029.

11. Delegation and reports. Contractor shall not delegate the responsibility for providing services under this Agreement to any other individual or agency, and shall provide Polk County with periodic reports at the frequency and with the information required by Polk County.

12. Constraints. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, Oregon Constitution, and is contingent upon funds being available and appropriated therefor. Any provisions in this Agreement which would conflict with law are deemed inoperative to that extent. The statutory provisions set out in Appendix "A" of this Agreement, as applicable, constitute a part of this Agreement. It is understood by both parties that no commitments have been or are made by either party beyond the end of this Agreement.

13. Hold harmless. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor is responsible for injury to persons or property caused directly or indirectly by reason of activities by Contractor, its subcontractor or the employees of either, in the performance of this Agreement. Contractor further agrees to indemnify, save harmless and defend Polk County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, attorneys fees, losses and expenses in any manner resulting from, arising out of, or connected with any such damage and/or injury that may be asserted by any person or entity in connection with the performance of work described in this contract, except liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against Polk County under state or federal workers compensation laws. If any aspect of this indemnity provision shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this provision.
14. Settlement of disputes. Differences between a Contractor and Polk County, or between contractors, will be resolved when possible at appropriate management levels. Polk County has ultimate responsibility and authority for resolution of disagreements among subcontract agencies.
15. Non-discrimination. Contractor agrees that no person, on grounds of race, color, creed, national origin, sex, marital status or age, will suffer discrimination in the performance of this Agreement when employed by Contractor.
16. Attorney fees. If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms of this Agreement, each party is responsible for its own attorney's fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.
17. Disputes. All disputes, and all claims for alleged breach of contract shall, within ten days of the commencement of dispute, be presented in writing to Polk County for decision; but in the meanwhile, Contractor shall proceed with the work as directed.
18. Captions. The headings or captions in this Agreement are solely for convenience of the reader, and do not have legal effect.
19. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

20. Venue. Venue relating to this Agreement shall be in the district or circuit courts of the State of Oregon for Polk County, located in Dallas, Oregon.

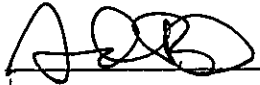
21. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

22. Term of Agreement. This agreement shall expire June 30, 2024.

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF 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. CONTRACTOR, BY HIS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTOR**

**COUNTY**

 7/10/23  
\_\_\_\_\_  
Signature Date

Title: Psychologist / Forensic  
Evaluator

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

APPROVED AS TO FORM

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

## **APPENDIX "A"**

### **CLAUSES REQUIRED BY OREGON LAW FOR PERSONAL SERVICE CONTRACTS**

#### **Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes**

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.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

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.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

#### **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 the 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 the contractor's surety from obligation with respect to any unpaid claims.

#### **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.

#### **Payment for Medical Care**

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor

collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**Providing Workers' Compensation Insurance**

All employers working under this contract are subject employers who will comply with ORS 656.017.

**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.

## **APPENDIX "B"**

### **1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.**

A. **GENERAL INFORMATION.** The last several years Polk County Health and Human Services (HHS) has worked in partnership with the Oregon State Hospital, the District Attorney's Office, and the Sheriff's Office to provide community based services for clients who are in the Criminal Justice system and going through the Aid and Assist process. With this in mind the collaboration has worked to engage in community services and to reduce the length of incarceration for persons in the aid and assist evaluation process. This has led to the creation of a Rapid Docket to monitor, hold accountable, and improve the court processes for aid and assist; including the evaluation process. Contractor has agreed to provide up to 3 slots per week to provide rapid access to evaluations.

### **B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Contractor shall perform the following tasks;

#### **1. Referrals and Requests**

Contractor shall meet weekly with the Aid and Assist Docket team to review identified cases for the week; persons to receive evaluations that week and those shall be identified and agreed upon by the team. All Release of Information (ROI) and other orders for access to information to perform evaluations shall be agreed upon in writing at the weekly meetings. Contractor shall then have two weeks to perform the evaluation and present its findings.

C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

## **APPENDIX "C"**

Payment of Contractor. Subject to availability of funds, County shall pay Contractor after receipt of a billing statement for rendering the services listed in this Agreement as set forth in Appendix "B" at a rate of \$425.00 per RAD Consultation Meeting (inclusive of mileage). Monthly invoices shall not exceed \$3,175 per month. Contractor shall also receive \$350.00 for each "individual no show" for up to 3 slots per month. Contractor shall provide email notification of each no show. Such emails shall be directed to Kerry Hammerschmith at [hammerschmith.kerry@co.polk.or.us](mailto:hammerschmith.kerry@co.polk.or.us)

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

Contractor shall send all invoices to County's at the address or email address specified below:

Polk County Behavioral Health  
Attn: Business Services  
182 SW Academy St.  
Dallas, OR 97338  
Email: [hs.fiscal@co.polk.or.us](mailto:hs.fiscal@co.polk.or.us)



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: July 19, 2023  
Contractor Name: Oregon Health Authority - Health Systems, Behavioral Health Workforce  
Address: 500 Summer Street SE  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: June 15, 2023 Through: June 30, 2025  
Contract Amount: \$517,426.00

## Background:

With the passing of House Bill (HB) 4071, formerly HB 2949, the Behavioral Health Workforce Initiative was created, with program goals to Increase access to services that are peer and community driven and that provide culturally specific and culturally responsive services for people of color, tribal communities, and persons with lived behavioral health experience; increase access to services for rural and underserved communities; increase the number of individuals training for and entering the field of behavioral health and improve the recruitment and retention of behavioral health care providers; and provide supervised clinical experience to associates or other individuals who have the necessary education but need supervised clinical experience to obtain a license to practice.

## Discussion:

This agreement awards Polk County \$366,319 for workforce incentives and \$151,107 for clinical supervision. Issue brief was presented to the BOC in November 2022 when approval was provided to pursue this funding opportunity.

## Fiscal Impact:

The total for this agreement was NTE-\$517,426.00 for fiscal year 2023-25. The Behavioral Health budget was prepared in anticipation of this funding.

## Recommendation:

It is recommended that Polk County sign IGA 180156 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_



**Grant Agreement Number 180156**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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 Grant Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Polk County  
Acting by and through its Behavioral Health Program  
850 Main Street  
Dallas, OR 97338  
Attention: Tami Stump  
Telephone: (503) 623-9289  
E-mail address: Stump.Tami@co.polk.or.us**

hereinafter referred to as "County."

Work to be performed under this Grant Agreement relates principally to OHA's

**OHA Health Systems  
Behavioral Health Workforce  
500 Summer Street N.E.  
Salem, OR 97301  
Agreement Administrator: Bret Golden or delegate  
Telephone: (971) 240-1014  
E-mail address: Bret.Golden@oha.oregon.gov**

## **1. Effective Date and Duration.**

This Agreement shall become effective on the date this Grant Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Grant Agreement shall expire on **June 30, 2025**. Grant Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Grant Agreement with respect to any default by the other party that has not been cured.

## **2. Grant Agreement Documents.**

- a.** This Grant Agreement consists of this document and includes the following listed exhibits which are incorporated into this Grant Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions
- (6) Attachment 1: PCBH Proposal
- (7) Attachment 2: Sample Project Performance Plan
- (8) Attachment 3: Sample Quarterly Reporting Forms
- (9) Attachment 4: Sample Annual Reporting Forms

This Grant Agreement constitutes the entire Grant Agreement between the parties on the subject matter in it; there are no understandings, Grant Agreements, or representations, oral or written, regarding this Grant Agreement that are not specified herein.

- b.** In the event of a conflict between two or more of the documents comprising this Grant Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Grant Agreement is as follows, listed from highest precedence to lowest precedence: this Grant Agreement without Exhibits, Exhibits D, B, A, C, and Attachments 1-4.
- c.** For purposes of this Grant Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

## **3. Consideration.**

- a.** The maximum not-to-exceed amount payable to County under this Grant Agreement, which includes any allowable expenses, is **\$517,426.00**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Grant Agreement has been signed by all parties.
- b.** OHA will pay only for completed Work under this Grant Agreement, and may make interim payments as provided for in Exhibit A.

## **4. Contractor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☒ County is a subrecipient      ☐ County is a contractor      ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant Agreement: N/A

## 5. County Data and Certification.

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

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

Street address: 182 SW Academy Street

City, state, zip code: Dallas, OR 97338

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

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

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

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Grant, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements of this Grant and notwithstanding any provision to the contrary, County shall deliver to the OHA Grant Administrator (see page 1 of this Grant) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Grant Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Grant Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Grant Agreement or to the project for which the Grant Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Grant Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed)

an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;
- (4) 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;
- (5) 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>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) 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
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS GRANT AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

- 6. Signatures.** This Grant Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one Grant Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Grant Agreement and any amendments so executed shall constitute an original.

**Polk County Acting by and through Behavioral Health Program**

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190**

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Via e-mail by Nathan Karman, Assistant Attorney General

05/01/2023

Department of Justice

Date

## EXHIBIT A

### Part 1 Program Description

#### 1. Background

The Behavioral Health Workforce Initiative (BHWi) was created through House Bill 2949 (2021) and refined in HB 4071 (2022). One goal of the legislation is to provide grants that provide supervised clinical experience to associates or other individuals who have the necessary education but need supervised clinical experience to obtain a license to practice.

The State of Oregon is committed to all Oregonians having the opportunity for optimal health. As part of that, it is important to ensure that the distribution of the behavioral health care workforce appropriately meets the needs of all Oregonians and is reflective of the communities being served, and that behavioral health professionals are working in a supportive, culturally responsive environment.

To help advance this goal, the Legislature has approved \$60 million under Grant Agreement Number **6230** to provide incentives to increase the recruitment and retention of providers in the behavioral health care workforce, and \$20 million under Agreement Number **6231** to establish a program to provide grants to licensed psychologists, licensed marriage and family therapists, licensed professional counselors and licensed clinical social workers.

#### 2. Purpose

The intent of the BHWi and its Workforce Incentive Program is to help establish an equitable behavioral health system and break down the systemic barriers that reduce access and exacerbate inequities in people of color, tribal members, and other communities harmed by historical and contemporary injustices.

The purpose of the Workforce Incentive Program is to invest in Community Mental Health Programs (CMHPs) is to a) support the recruitment and retention of behavioral health providers with associate, bachelor's, master's, doctoral degrees or other credentials and b) provide supervised clinical experience necessary for behavioral health providers to obtain a license to practice through grant monies associated with HB 2949 (2021) (as updated by HB 4071 (2022)).

In 2019, the Oregon Health Policy Board and OHA adopted a definition of health equity:

*Oregon will have established a health system where all people can reach their full health potential and well-being and are not disadvantaged by their race, ethnicity, language, disability, age, gender, gender identity, sexual orientation, social class, intersections among these communities or identities,*

*or other socially determined circumstances. Achieving health equity requires the ongoing collaboration of all regions and sectors of the state, including tribal governments to address: The equitable distribution or redistribution of resources and power, and recognizing, reconciling, and rectifying historical and contemporary injustices.*

### 3. Goals

The goals of this Grant Agreement are to:

- a. Increase access to services that are peer and community driven and that provide culturally specific and culturally responsive services for people of color, tribal communities, and persons with lived behavioral health experience;
- b. Increase access to services for rural and underserved communities; and
- c. Increase the number of individuals training for and entering the field of behavioral health and improve the recruitment and retention of behavioral health care providers.

### 4. Scope of Work

The funding for this Grant Agreement may be used for activities authorized by Grant Agreement Number 6230 (“Workforce Incentive Activities”). County shall use grant funds for the following activities, up to the not to exceed (“NTE”) dollar amounts listed:

#### Clinical Supervision Activities – NTE: \$151,107.00

Projects	Description	Expected Impact	Cost Estimates
Clinical Supervision	Clinical Supervision to an estimated 5 LPC/LCSW candidates per month.	Increase the number of Licensed providers will increase the likelihood that Commercial Insurance will pay towards services provided to Medicaid enrolled individuals.	Employee Time in Supervision - 30 hrs/mo (5 Emp x 3 hrs/mo) + Clinical Supervisor Time in Supervision - 16.5 hrs/mo (5Emp x 1.5 hrs Individual + 1.5 hrs Group) @ \$172.72/hr (DMAP rate for 90837) <b>Total: \$96,377.76</b>
Clinical Supervision	Clinical Supervision provided to an estimated 3 QMHP Interns per month.	Polk County strives to ensure QMHP interns have a positive experience providing services to the Medicaid population. Not only do our Supervisors/Leads work with	Lead/Supervisor time per Intern -28 hrs/mo (3 interns x 4 hrs/mo) x \$172.72/hr (DMAP rate 90837)

		them on clinical documentation, but also on the tools needed to ensure selfcare.	<b>Total \$54,729.24</b>
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**Workforce Initiatives Activities – NTE: \$366,319.00**

<b>Projects</b>	<b>Description</b>	<b>Expected Impact</b>	<b>Cost Estimates</b>
Part time and Flex time opportunities	Increase recruitment and retention of part-time employees by minimalizing the employees' cost of health insurance. A .5 FTE would pay the same rate as a Fulltime Employee.	Alleviate concerns about losing Medicaid or other low-cost insurance to accept employment. This would reduce the employee cost of PS Insurance by \$862/mo	Insurance - \$862/mo x 5 employees x 24 months  <b>Total \$103,440.00</b>
Part time and Flex time opportunities	Ensure part-time employees are compensated for optional team building activities outside of their normal work hours.	Provide the same feeling of community and support regardless of employment status.	Paid Team Building - 4 hrs/mo x \$40/hr x 5 employee x 24 months  <b>Total \$19,200.00</b>
Subsidized Dual Certification with a Specific Focus on Rural and Vulnerable Populations and Pay Equity-	Provide financial incentives to encourage individuals to continually work towards increasing the services they provide and the populations we serve including but not limited to individuals that are/have: Justice Involvement, Monolingual, Cooccurring Disorders, Older Adults, At risk of abuse due to a behavioral health condition, Barriers to housing primarily due to an SPMI.	Increased willingness and desire by employees to invest their time and energy to expand their knowledge and skillset to provide services to individuals that might not fall through the cracks due to an unwillingness or inability to engage in traditional therapy services.	Incentives range between 4% and 8%. Our current cost is approximately \$4,500/mo and we hope to increase those costs. - \$4,500 x 24  <b>Total \$108,000.00</b>

Tuition Assistance	Polk County offers Tuition Assistance of \$1,000 annually per employee.	Employees feel more empowered and valued knowing that Polk County is invested in their personal growth.	Encourage at least 25 employees to take advantage of program each year. <b>Total \$50,000.00</b>
Other Programs and incentives	Employees that have a certification or license receive \$200 annually.	Minimize costs to employees for keeping licensing and certification current.	80 individuals to receive this incentive. <b>Total \$32,000.00</b>
Other Programs and incentives	Workforce Development Training offsite based on employee interest and needs of the community.	Increased sense of empowerment and value. Provide connections to providers outside of the County.	25 individuals at \$500 ea per year <b>Total \$20,539.00</b>
Additional Consideration: Assistance with Administrative costs associated with supporting these incentives	Funds can be used for Administration: <ul style="list-style-type: none"> <li>Between 5-10% of gross grant can be allocated towards hiring additional staff to provide support to these incentives.</li> </ul> [OHA may be able to provide technical assistance with some of these incentives around how to operationalize to fulfill the requirements of these incentives.]	This will enable CMHPs to create and manage programs surrounding the funds awarded to implement incentives with the end goal of increasing retention, hiring, and adding to the pipeline efforts for Behavioral Health professionals.	10% = <b>\$33,140.00</b>

## 5. Reporting requirements:

### a. County Reporting Schedule:

County shall submit reporting requirements in accordance with the following schedule.

REPORT NAME	FREQUENCY	DUE DATE(S)
Project Performance Plan	One-Time	Immediately after execution of the Grant Agreement but no later than 45 Days after Grant Agreement Effective Date
Quarterly Report	Quarterly	January 15, April 15, July 15, and October 15

Annual Report	Annually	July 15
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**b. Project Performance Plan:**

County shall submit to OHA the following information in the Project Performance Plan (see template provided as Attachment 1). An electronic version will be provided by the Grant Agreement Administrator upon execution of the Grant Agreement and will be used for subrecipient monitoring by OHA:

- (1) Problem Statement;
- (2) Goal;
- (3) Rationales;
- (4) Assumptions;
- (5) Resources;
- (6) Activities;
- (7) Outputs;
- (8) Short-Term Outcomes;
- (9) Intermediate Outcomes; and
- (10) Long-Term Outcomes.

**c. Quarterly Reports:**

County shall submit Quarterly Reports to OHA which shall include such information as is necessary to comply with the reporting requirements established by 42 U.S.C. § 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”).

OHA’s Grant Agreement Administrator will provide an Excel version of the Quarterly Report for use (see template provided as Attachment 2). County shall submit the electronic version in accordance with Exhibit A, Part 2 and must include the following required information (requirements subject to change):

- (1) Expenditure Report
  - (a) Quarterly Obligation Amount
  - (b) Quarterly Expenditure Amount
  - (c) Projects
  - (d) Primary Location of Project Performance
  - (e) Detailed Expenditures (categories to be provided by OHA)

(2) Project Status Update

- (a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
- (b) Progress since last update including project outputs and achieved outcomes.
- (c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
- (d) Optional: Share with OHA community outreach/engagement or other positive local news stories.

**d. Annual Reports**

County shall submit to OHA an Annual report that includes the following information, as applicable, (see template provided as Attachment 3). OHA's Grant Agreement Administrator will provide an electronic version for use and must be submitted in accordance with Exhibit A, Part 2.

- (1) How the Project is Promoting Equitable Outcomes, if applicable.
- (2) How the Project is Engaging with the Community, if applicable.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. **Expenditure of Grant Funds and reporting for the period beginning June 5, 2021 through June 30, 2025.**

Upon execution of the Grant Agreement, OHA shall disburse initial grant funds to the Subrecipient after receipt of an approved invoice that includes the Project Performance Plan and first Quarterly Report.

#### 2. **Invoices.**

County shall invoice in accordance with the following provisions in accordance with the budget provided in Part 1, Section 1, above.

- a. Travel and other expenses of the County are all inclusive and are included in the maximum not-to-exceed amount of this Grant Agreement.
- b. No Grant funds may be expended for costs that are not directly related to the operation of the Program under this Grant Agreement.
- c. County shall submit invoice and required reporting documents. All invoices and reporting documents shall be sent to [hsd.contracts@odhsoha.oregon.gov](mailto:hsd.contracts@odhsoha.oregon.gov) and [bh.workforceinitiative@odhsoha.oregon.gov](mailto:bh.workforceinitiative@odhsoha.oregon.gov) and include:
  - (1) Grant Agreement Number;
  - (2) Grant Agreement Administrator name from cover of this Grant Agreement;
  - (3) Date range of billing;
  - (4) Description of Activities included in the billing;
  - (5) Quarterly Reporting documents to be submitted **ELECTRONICALLY IN EXCEL FORMAT** using the form provided by OHA's Grant Agreement Administrator (*requirements subject to change*); and
  - (6) Any other reporting requirements as described in the Grant Agreement.
- d. Recovery of Overpayments. Any overpayment of Grant funds under this Grant Agreement shall be recovered as described in Exhibit B, "STANDARD TERMS & CONDITIONS", Section 5, "Recovery of Overpayments".
- e. Acceptance and approval of progress reports and invoices will be the basis for verifying payments and proper expenditures.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS GRANT AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable Grant Agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Grant Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Grant Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this

Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b. OHA represents and warrants as follows:**

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery

or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## 5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall

notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**7. Reserved.**

**8. Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
    - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
    - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
  - b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
  - c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
  - d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 9. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the

expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**10. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

**11. Termination.**

- a. **County Termination.** County may terminate this Agreement:
  - (1) For its convenience, upon at least 30 days advance written notice to OHA;
  - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
  - (3) Upon 30 days advance written notice to OHA, if OHA is in default under

this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
  - c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 12. Effect of Termination.**
- a. **Entire Agreement.**
    - (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
    - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
  - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 14. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer

system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed

by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **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.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the County, or on the next business day if transmission was outside normal business hours of the County. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
 635 Capitol Street NE, Suite 350  
 Salem, OR 97301  
 Telephone: 503-945-5818  
 Facsimile: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**

- 29. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the

officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
  - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

## EXHIBIT C

### Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) (County) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Countys perform under contracts between Local Government and the Countys (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize Countys to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce County compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a County to work under a Subcontract when the Local Government is aware that the County is not in compliance with the insurance requirements. As used in this section, a "first tier" County is a County with which the county directly enters into a contract. It does not include a subRecipient with which the County enters into a contract.

### TYPES AND AMOUNTS

#### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

#### COMMERCIAL GENERAL LIABILITY:

☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated

premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000.00** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000.00**.

#### **AUTOMOBILE LIABILITY INSURANCE:**

☐ **Required** ☒ **Not required**

Automobile Liability Insurance covering County's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **PROFESSIONAL LIABILITY:**

☒ **Required** ☐ **Not required**

**Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the County and County's subRecipients, agents, officers or employees in an amount not less than **\$1,000,000.00** per claim. Annual aggregate limit shall not be less than **\$2,000,000.00**. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the County and SubRecipients shall provide continuous claims made coverage as stated below.

#### **NETWORK SECURITY AND PRIVACY LIABILITY:**

☐ **Required** ☒ **Not required**

County shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which County (or its Business Associates or subRecipient(s)) maintains, possesses, stores or has access to agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency data.

#### **POLLUTION LIABILITY:**

☐ **Required** ☒ **Not required**

Pollution Liability Insurance covering County's or appropriate subRecipient's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by County, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$\_\_\_\_\_. Annual aggregate limit shall not be less than \$\_\_\_\_\_.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering County's or subRecipient's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the

County that arise from the Goods delivered or Services (including transportation risk) performed by County under this Contract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to County's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

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

## EXHIBIT D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### 1. **Miscellaneous Federal Provisions.**

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

#### 2. **Equal Employment Opportunity.**

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

#### 3. **Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

**4. Energy Efficiency.**

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or

video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **6. Resource Conservation and Recovery.**

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

## **7. Audits.**

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at

2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

**8. Debarment and Suspension.**

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Pro-Children Act.**

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

**10. Medicaid Services.**

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and

abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

#### **11. Agency-based Voter Registration.**

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

#### **12. Disclosure.**

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d.** Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has

discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**14. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

**15.** Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx>.

**Attachment 1 (Represents the \$16 million**

<b>Projects or Services</b>	<b>Description</b>
(C) Housing assistance	N/A
(E) Part-time and flex time opportunities	Increase recruitment and retention of part-time employees by minimizing the employees' cost of health insurance. A .5 FTE would pay the same rate as a Fulltime Employee.
(E) Part-time and flex time opportunities	Ensure part-time employees are compensated for optional team building activities outside of their normal work hours.
(I) Childcare subsidies	N/A
(J) Subsidized dual certification with a specific focus on rural and vulnerable populations and pay equity	Provide financial incentives to encourage individuals to continually work towards increasing the services they provide and the populations we serve including but not limited to individuals that are/have: Justice Involvement, Monolingual, Cooccurring Disorders, Older Adults, At risk of abuse due to a behavioral health condition, Barriers to housing primarily due to an SPMI.
(K) Tuition Assistance	Polk County offers Tution Assistance of \$1,000 annually per employee.
(L) Bonuses and stipends for supervisors of interns	N/A
(O) Other Programs and Incentives	Employees that have a certification or license receive \$200 annually.
(O) Other Programs and Incentives	Workforce Development Training offsite based on employee interest and needs of the community.
Additional Consideration: Assistance with Administrative costs associated with supporting these incentives	Funds can be used for Administration: <ul style="list-style-type: none"> <li>• Between 5-10% of gross grant can be allocated towards hiring additional staff to provide support to these incentives.</li> </ul> [OHA may be able to provide technical assistance with some of these incentives around how to operationalize to fulfill the requirements of these incentives.]

**Attachment 2 (Represents the \$6.6 million dollars associated with**

Projects or Services	Description
Clinical Supervision	Clinical Supervision to an estimated 5 LPC/LCSW canidates per month.
Clinical Supervision	Clincal Supervision provided to an estimated 3 QMHP Interns per month.

**dollars associated with Recruitment and Retention)**

<b>Expected Impact</b>	<b>Cost Estimate</b>	<b>Total Funds through 12/31/2024</b>
N/A	N/A	N/A
Alleviate concerns about losing Medicaid or other low cost insurance to accept employment. This would reduce the employee cost of PS Insurance by \$862/mo	Insurance - \$862/mo x 5 employees x 24 months  Paid Team Building - 4 hrs/mo x \$40/hr x 5 employee x 24 months	\$103,440.00
Provide the same feeling of community and support regardless of employment status.	Paid Team Building - 4 hrs/mo x \$40/hr x 5 employee x 24 months	\$19,200.00
N/A	N/A	N/A
Increased willingness and desire by employees to invest their time and energy to expand their knowledge and skillset to provide services to individuals that might not fall through the cracks due to an unwillingness or inability to engage in traditional therapy services.	Incentives range between 4% and 8%. Our current cost is approximately \$4,500/mo and we hope to increase those costs. - \$4,500 x 24	\$108,000.00
Employees feel more empowered and valued knowing that Polk County is invested in their personal growth.	Encourage at least 25 employees to take advantage of program each year.	\$50,000.00
N/A	N/A	N/A
Minimize costs to employees for keeping licensing and certification current.	80 individuals to receive this incentive.	\$32,000.00
Increased sense of empowerment and value. Provide connections to providers outside of the County.	25 individuals at \$500 ea per year	\$20,539.00
This will enable CMHPs to create and manage programs surrounding the funds awarded to implement incentives with the end goal of increasing retention, hiring, and adding to the pipeline efforts for Behavioral Health professionals.	10%	\$33,140.00

**| Clinical Supervision)****\$366,319.00**

<b>Expected Impact</b>	<b>Cost Estimate</b>	<b>Total Funds through 12/31/2024</b>
Increase the number of Licensed providers will increase the likelihood that Commercial Insurance will pay towards services provided to Medicaid enrolled individuals.	Employee Time in Supervision - 30 hrs/mo (5 Emp x 3 hrs/mo) + Clinical Supervisor Time in Supervision - 16.5 hrs/mo (5Emp x 1.5 hrs Individual + 1.5 hrs Group) @ \$172.72/hr	\$96,377.76
Polk County strives to ensure QMHP interns have a positive experience providing services to the Medicaid population. Not only do our Supervisors/Leads work with them on clinical documentation, but also on the tools needed to ensure selfcare.	Lead/Supervisor time per Intern -28 hrs/mo (3 interns x 4 hrs/mo) x \$172.72/hr (DMAP rate 90837)	\$54,729.24
		<b>\$151,107.00</b>

\$333,179.00

Allowed  
\$366,319.00

\$0.00

\$151,107.00	\$0.00
--------------	--------

## Attachment 2 Sample Project Performance Plan



# Performance Plan

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

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

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

Grant #: \_\_\_\_\_

Instructions: Using the sections below, please provide a detailed description your project. This is a one-time requirement, and it will be used by DAS to monitor the progress of the project. In each of the sections, there is a subsection with instructions in *italics*. DAS recognizes that each project is unique and some may not have content for each section. Please complete this Performance Plan to the best of your ability and reach out for assistance to [statefiscal.recoveryfund@das.oregon.gov](mailto:statefiscal.recoveryfund@das.oregon.gov) if you have questions.

### Context

#### Problem Statement

*Briefly describe the problem or social issue that your program is working to address. (1-2 sentences)*

#### Goal(s)/Mission Statement

*Considering your problem statement, describe the overarching purpose, the goal(s), or mission of your project/program.*

#### Rationale

*Considering your problem statement and goal(s)/mission statement above, describe why this work is important to complete now and how the work being done affects the targeted problem or social issue.*

## Planned Work

### Assumptions

*Assumptions are the underlying beliefs about how your project/program will work. Describe key project assumptions below.*

### Resources and External Factors

*List the resources needed to meet your project's goal(s)/mission statement. Also list any external factors in which you have little control that could influence the project's/program's success.*

### Activities

*Please list the major activities for your project below. Each of these activities should move your project toward the intended results in the next section.*

## Intended Results

*This section should be a bulleted list of measurable outcomes that list the expected achievements once all the activities are accomplished. E.g. number of youth referred, program participation rates, frequency, type, or duration of contacts or services.*

## Short-Term Outcomes (If applicable)

*List items here that you expect to accomplish within the first 6 months of your project. Note: If you have a project that is anticipated to be completed within a few months of your project's start, you may skip short-term and/or intermediate outcomes and only complete the long-term or final outcomes.*

## Intermediate Outcomes (If applicable)

*List items here that you expect to accomplish by the middle of your project. Note: If you have a project that is anticipated to be completed within a few months of your project's start, you may skip short-term and/or intermediate outcomes and only complete the long-term or final outcomes.*

Long-Term Outcomes or Final Outcomes

*List items here that you expect to accomplish by the end of your project.*

Attachment 3  
Sample Quarterly Reporting

Subrecipient	Grant Agreement Number	Unique Entity ID (UEI)	Address Line 1	Address Line 2	City	State Zip	Contact Person	Email
EIN Number	Entity Type	Is the entity registered in SAM.gov?	If No: in the preceding fiscal year, did the recipient receive 80% or more of its annual gross revenue from federal funds?	If Yes: in the preceding fiscal year did recipient receive \$25 million or more of its annual gross revue from federal funds?	If Yes: Is the total compensation for the organizations five highest paid officers publicly listed or otherwise listed in SAM.gov?	If No: P and the t by each. that info		
Total Pass-Through Funds		\$						
Reports								
Report type:	Project Performance Plan	Q 2*	Annual	Q 3	Q 4	Q 1	Q 2	Q 3
Reporting Period:	N/A	Apr – Jun 2023	Apr – Jun 2023	Jul – Sep 2023	Oct – Dec 2023	Jan – Mar 2024	Apr – Jun 2024	Jul – Sep 2024
Report Due Date:	Within 45 Days of execution	July 5	July 5	October 5	January 5	April 5	July 5	October 5
Detailed Expenditures								
Salaries, Wages and Related Costs:	N/A							
Materials and Supplies:								
Travel:								
Other:								
Equipment and other Capital Costs:								
Total Quarterly Expenditures:								
Remaining Grant Balance:								
* If signed and executed by March 31st, 2023								
Comments about expenditures								
								Project Performance Plan
								Q 2 – 2023
								Annual – 2023
								Q 3 – 2023
								Q 4 – 2023
								Q 1 - 2024
								Q 2 – 2024
								Annual - 2024

## Attachment 4 Sample Annual Reporting



### Annual Equitable Outcomes and Community Engagement Report

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

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

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

Grant #: \_\_\_\_\_

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

#### Promoting Equitable Outcomes

*The U.S. Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Using the four points below: describe how your project will consider and measure equity at the various stages of your project, describe how your project's use of funds prioritizes economic and racial equity as a goal, describe how you identified specific targets intended to produce meaningful equity results at scale and explain the strategies to achieve those targets.*

*The information provided in this section will be used in DAS' annual Recovery Plan Performance Report as required in the Compliance and Reporting Guidance in section C.3.*

#### Goals

*Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?*

Response:

#### Awareness

*How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?*

Response:

### Access and Distribution

*Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?*

Response:

### Outcomes

*Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?*

Response:

### Community Engagement

*Describe how your planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from community residents and community-based organizations. Where applicable, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.*

*The information provided in this section will be used in DAS' annual Recovery Plan Performance Report as required in the Compliance and Reporting Guidance in section C.4.*

Response:

**Certificate Of Completion**

Envelope Id: 92C8EDADADAB47669324E2B6A4F7ECEE

Status: Sent

Subject: 180156-0 Polk County Behavioral Health BHWi Grant Agreement \*\*\*UPDATED\*\*\*

Source Envelope:

Document Pages: 48

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Karissa Montano

AutoNav: Enabled

karissa.montano@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.106.2

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Karissa Montano

Location: DocuSign

5/11/2023 8:08:54 PM

karissa.montano@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

**Signer Events****Signature****Timestamp**

Rosana Warren

Sent: 5/11/2023 8:15:30 PM

HS.CONTRACTS@co.polk.or.us

Resent: 6/8/2023 3:17:31 PM

Security Level: Email, Account Authentication  
(None)

Viewed: 6/26/2023 3:59:00 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/5/2023 9:08:28 AM

ID: e64108a1-df9d-4d37-9efa-d0809cdf49de

Shawna McDermott

shawna.m.mcdermott@dhsoha.state.or.us

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

HSD In

HSD.Contracts@odhsoha.oregon.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Victory Alexander

victory.l.alexander@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2023 8:15:30 PM
Envelope Updated	Security Checked	6/8/2023 3:17:29 PM
Envelope Updated	Security Checked	6/8/2023 3:17:29 PM
Envelope Updated	Security Checked	6/8/2023 3:17:29 PM
Envelope Updated	Security Checked	6/26/2023 12:38:15 PM
Envelope Updated	Security Checked	6/26/2023 12:38:15 PM
Envelope Updated	Security Checked	6/26/2023 12:38:15 PM
Envelope Updated	Security Checked	7/12/2023 12:44:21 PM
Envelope Updated	Security Checked	7/12/2023 12:44:21 PM
Envelope Updated	Security Checked	7/12/2023 12:44:21 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us)

#### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.

1  
2  
3  
4  
5 **BEFORE THE BOARD OF COMMISSIONERS**  
6 **FOR THE COUNTY OF POLK, STATE OF OREGON**  
7

8 In the Matter of )  
9 Fees for Services Performed )  
10 By County Agencies )  
11

12 **RESOLUTION 23-09**  
13

14 **WHEREAS**, the Board of Commissioners has authority to prescribe fees for services by  
15 County agencies, except where otherwise provided by State law; and  
16

17 **WHEREAS**, the fees and charges imposed by Resolution No. 23-09 constitute incurred  
18 charges as defined by subsection (2) (c.) of Section 11b, Article XI, Oregon Constitution, and as  
19 such are not subject to the limitations of that section; and  
20

21 **WHEREAS**, the Board finds it in the public interest annually to adopt by resolution a  
22 comprehensive schedule of fees; now, therefore:  
23

24 **THE POLK COUNTY BOARD OF COMMISSIONERS RESOLVE AS FOLLOWS:**  
25

26 Sec. 1. Except as may otherwise be provided by State law, fees for services performed  
27 by Polk County agencies beginning July 1, 2023, shall be as prescribed in Appendix "A" of this  
28 resolution.  
29

30 Sec. 2. The following Resolution is rescinded: 22-08.  
31

32 Dated July 19, 2023 at Dallas, Oregon.  
33

34 **POLK COUNTY BOARD OF COMMISSIONERS**  
35

36  
37  
38  
39 \_\_\_\_\_  
40 Jeremy Gordon, Chair  
41

42  
43  
44 \_\_\_\_\_  
45 Lyle Mordhorst, Commissioner  
46

47  
48  
49 \_\_\_\_\_  
50 Craig Pope, Commissioner  
51

52 Approved as to form:  
53

54 \_\_\_\_\_  
53 Morgan Smith  
54 County Counsel

**Master Fee Schedule 2023-2024 Assessor**

CHARGE	AUTHORIZATION	LAST ADJUSTME NT	LEGAL CAP	CURRENT CHARGE	New Charge
<b>Copies</b>					
Machine-copier *	By Department	07/01/09	none	\$0.25 each page	
Computer Generated Printouts *	By Department	07/01/09	none	\$0.25 each page Owner Property printout no charge	
<i>* If the request for copies is so extensive that the burden on the agency would substantially interfere with its operation, after consultation with County Counsel, the agency may impose a charge for the time of persons locating the requested records, reviewing them to delete exempt material, and supervising any preliminary inspection so as to protect the records. Fee will be calculated similar to Research Fee.</i>					
<b>Research</b>					
Research (1 hour minimum) **	Res 12-10	07/11/12		\$60.00/hour/employee	
<b>** Research Fee - unless otherwise stated by individual departments, the fee associated with research shall be (hourly wage + benefits ) X 1.3 overhead (1 Hour Minimum)</b>					
<b>On-Line Forms (Non Polk County Forms)</b>					
Accessing and Printing On-Line Forms	Res 12-10	07/11/12		\$1.00 per Page Minimum \$10.00	
<b>Maps</b>					
Map Charges	Res 12-10	07/11/12		Refer to IS/GIS Fee Schedule	
Mailing Charges	By Department	07/01/09	none	\$3.00/mail tube Refer to GIS Fee Schedule	
<b>Statutory</b>					
<b>Manufactured Structures</b>					
MS Ownership Document Processing	ORS 446.646	03/01/05	\$55.00	\$55.00	
MS Trip Permit	ORS 446.646	07/01/16	\$5.00/section	\$5.00/section	
<b>Physician Certified Veteran's Late Filing Penalty</b>	ORS 307.260 (1)(c)(B)	Unknown	\$10.00	\$10.00	
<b>Personal/Real Property Return Late Penalty</b>	ORS 308.295 (2)	09/23/98	5%/25%/50% of tax owed	5%/25%/50% of tax owed	
<b>Tax Exempt Application Late Filing Penalty</b>	ORS 307.162 (2)	Unknown	See current charge	Greater of \$200.00 or 1/10 of 1% of true cash value	
<b>Small Tract Forestland Late Filing Fee</b>	ORS 321.719(8)(a)(b)	Unknown	\$200.00	\$200.00	
<b>Non-EFU Special Assessment Requalification</b>	ORS 308A.089(2)(d)	07/01/10	See current charge	\$1 per \$1,000 RMV not less than \$10 or greater than \$250	
<b>Enterprise Zone Late Filing</b>					
Standard Enterprise Zone	ORS 285C.220	07/01/16	Per ORS	Per ORS	
Rural Renewable Energy Development	ORS 285C.220	07/01/16	Per ORS	Per ORS	
Electronic Commerce	ORS 285C.220	07/01/16	Per ORS	Per ORS	
<b>Data Requests</b>					
Standard data requests (defined queries & reports - paper print, FTP download, CD)	Res 12-10	07/11/12		\$90.00/hr - Refer to IS/GIS Fee Schedule	

**Master Fee Schedule 2023-2024 Assessor**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
<b>Forestry</b>					
Oregon Department of Forestry Fire Patrol Charge List	Res 16-12	07/01/16		\$50.00 per list	
Oregon Department of Forestry Surcharge List	Res 16-12	07/01/16		\$50.00 per list	
Oregon Department of Forestry Non-Assessable Owners List	Res 16-12	07/01/16		\$50.00 per list	
Forestry Request to Combine Accounts for Single Fire Patrol Charge	Res 12-10	07/11/12		\$25.00 - Each Combine	
Forestry Request to Remove Accounts from Single Fire Patrol Charge	Res 17-11	06/28/17		\$25.00 - Each Removal	
Forestry Withdrawal of Account from Fire Patrol	Res 12-10	07/11/12		\$10.00 per account	
<b>Special Assessment</b>					
Special Assessment Estimated Disqualification	Res 12-10	07/11/12		\$25.00 per Account	
<b>District Requests for Value/Ratio Calculations</b> 4 hour minimum	Res 17-11	06/28/17	None	\$75.00 per hour	
<b>District Requests for Review of Documents</b> 1 hour minimum	Res 17-11	06/28/17	None	\$75.00 per hour	
<b>GASB 77 District Tax Abatement Calculations</b> 1 hour minimum	Res 17-11	06/28/17	None	\$75.00 per hour	
<b>Manufactured Structures - This County Fee is in Addition to Statutory Fees</b>					
Ownership Document Processing	18-13	06/26/18	None	\$50	
Security Interest Holder Release	18-13	06/26/18	None	\$50	
Trip Permit	18-13	06/26/18	None	\$10 per unit	
Abandonment Processing	18-13	06/26/18	None	\$75	
Exempting from Title MS Processing	18-13	06/26/18	None	\$75	
Retitling Exempt MS Processing	18-13	06/26/18	None	\$75	
Destroyed MS Processing	18-13	06/26/18	None	\$25	
Moving MS - Inside County or Out of County	18-13	06/26/18	None	\$50	
<b>NEW</b>					
<b>Open Space Application Fee - One application per contiguous parcels</b>	<b>Res 23-09</b>				<b>\$750.00</b>

## Master Fee Schedule 2023-2024 Behavioral Health

DMAP CODE	BEHAVIORAL HEALTH SERVICES MED MANAGEMENT	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	Changes
CPT CODE	BEHAVIORAL HEALTH SERVICES MED MANAGEMENT	AUTH	LAST ADJUSTMENT	Rate	New Rate
90792	Psych Eval w/ Med Services per Occurrence	Res 23-05	05/03/23	\$ 325.00	
90792	Psych Eval Update w/ Med Services per Occurrence	Res 23-09	06/26/18	\$ 254.00	\$325.00
90785	Interactive Complexity per Occurrence	Res 23-05	05/03/23	\$ 35.00	
99211-5	E/M Office Visit	Res 23-09	06/26/18	See Below Ind Codes	Removed
99211	E/M Office Visit/Injection	Res 23-05	05/03/23	\$ 35.00	
99212	E/M Office Visit	Res 23-05	05/03/23	\$ 76.00	
99213	E/M Office Visit	Res 23-05	05/03/23	\$ 125.00	
99214	E/M Office Visit	Res 23-05	05/03/23	\$ 175.00	
99215	E/M Office Visit	Res 23-05	05/03/23	\$ 245.00	
90833	E/M Visit and Therapy Add On 16-37 mins	Res 23-05	05/03/23	\$ 120.00	
90836	E/M Visit and Ind Therapy Add On 38-52 mins	Res 23-05	05/03/23	\$ 170.00	
90838	E/M Visit and Ind Therapy Add On 53+ mins (add on)	Res 23-05	05/03/23	\$ 250.00	
90882	Consultation - Agency - per Occurrence	Res 23-05	05/03/23	\$ 115.00	
90887	Consultation - per Occurrence	Res 23-05	05/03/23	\$ 135.00	
99001	Specimen Collecting and Handling	Res 23-05	05/03/23	\$ 25.00	
H2010	Comp Med Training and Support per 15 mins	Res 23-05	05/03/23	\$ 40.00	
Q3014	Telemed Facility Fee	Res 23-05	05/03/23	\$ 35.00	
T1016	Case Management per 15 mins	Res 23-05	05/03/23	\$ 40.00	

CPT CODE	PREVENTION AND ADDICTION SERVICES	AUTH	LAST ADJUSTMENT	Rate	New Rate
H0001	Assessment per Occurrence	Res 23-09	07/01/20	\$ 272.00	\$ 375.00
H0032	Service Plan Development per Occurrence	Res 23-09	07/01/20	\$ 173.00	\$ 225.00
H0004	Individual Therapy per 15 minutes	Res 23-09	07/01/20	\$ 44.00	\$ 65.00
H0005	Group Therapy per Occurrence	Res 23-09	07/01/20	\$ 78.00	\$ 82.50
H0006	Case Management per 15 mins	Res 23-09	07/01/20	\$ 34.00	\$ 35.00
T1006	Family Therapy w/patient per Occurrence	Res 23-09	07/01/20	\$ 159.00	\$ 175.00
H0038	Self-Help/Peer Services - per 15 minutes	Res 23-09	07/01/20	\$ 30.00	\$ 32.50
H0048	UA Sample Collection	Res 23-09	07/01/20	\$ 21.00	\$ 25.00
90887	Consult	Res 23-09	07/01/20	\$ 158.00	\$ 135.00

DMAP CODE	BEHAVIORAL HEALTH SERVICES OP/CSS/MHC/JD	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	REMOVE
-----------	---	------	-----------------	--------------------------------	--------

CPT CODE	BEHAVIORAL HEALTH SERVICES - MENTAL HEALTH	AUTH	LAST ADJUSTMENT	Rate	Changes
90791	Assessment/Update per Occurrence	Res 23-05	05/03/23	\$ 275.00	
90832	Ind Therapy 16-37 mins	Res 23-05	05/03/23	\$ 145.00	
90834	Ind Therapy 38-52 mins	Res 23-05	05/03/23	\$ 220.00	
90837	Ind Therapy 53+ mins	Res 23-05	05/03/23	\$ 270.00	
90846	Family Therapy w/patient per Occurrence	Res 23-05	05/03/23	\$ 250.00	
90847	Family Therapy w/patient per Occurrence	Res 23-05	05/03/23	\$ 275.00	
90849	Multifamily Group Therapy per Occurrence	Res 23-05	05/03/23	\$ 90.00	
90853	Group Therapy per Occurrence	Res 23-05	05/03/23	\$ 85.00	
90882	Consultation - Agency - per Occurrence	Res 23-05	05/03/23	\$ 115.00	
90887	Consultation - per Occurrence	Res 23-05	05/03/23	\$ 135.00	
BCN05	CAMS BCN Code	Res 23-09	06/26/18	\$ 1.00	REMOVE
H0004	Ind Behavioral Support/CAMS per 15 minutes	Res 23-09	06/26/18	\$ 35.00	REMOVE
H0032	MH Service Plan Development per Occurrence	Res 23-09	06/26/18	\$ 137.00	REMOVE
H0036	Comm Psych Support per 15 mins	Res 23-09	06/26/18	\$ 12.00	REMOVE
H0038	Self Help/Peer Services, per 15 mins ( Ind/Group)	Res 23-09	06/26/18	\$ 22.00	REMOVE
H2000	CANS Mental Health Assessment per Occurrence	Res 23-09	06/26/18	\$ 137.00	REMOVE
H2014	Skills Training/Dev per 15 mins (Ind/Group)	Res 23-05	05/03/23	\$ 30.00	
H2014	Skills Trng/Dev per 15 mins (Group)	Res 23-09	06/26/18	\$ 13.00	REMOVE
H2018	Per Diem Rate - CSSE/ECS FFS Billing (State of Oregon Only)	Res 23-05	05/03/23	\$ 250.00	
H2023	Supported Employment	Res 23-09			\$41.00
T1016	Case Management per 15 mins	Res 23-05	05/03/23	\$ 40.00	
T1023	Level of Determination - per Occurrence	Res 23-05	05/03/23	\$ 145.00	
T1023	Level of Service Assessment, Res. per Occurrence	Res 23-09	06/26/18	\$ 138.00	REMOVE
T2011	PASSR Evaluation - Level 2- per Occurrence	Res 23-05	05/03/23	\$ 645.00	

DMAP CODE	BEHAVIORAL HEALTH SERVICES ACT	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	REMOVE
H0039	Assertive Community Treatment per 15 mins	Res 23-09	05/03/23	\$ 91.00	Move to BH Mental Health

## Master Fee Schedule 2023-2024 Behavioral Health

DMAP CODE	BEHAVIORAL HEALTH SERVICES EASA	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	Changes
90791	Assessment/Update per Occurrence	Res 23-09	06/26/18	\$ 456.00	REMOVE
90792	Psych Eval w/ Med Services per Occurrence	Res 23-09	06/26/18	\$ 511.00	REMOVE
90832	Ind Therapy/CAMS Therapy 16-37 mins	Res 23-09	06/26/18	\$ 222.00	REMOVE
90785	Interactive Complexity per Occurrence	Res 23-05	05/03/23	\$ 35.00	Move to BH Mental Health
90833	E/M Visit and Therapy Add On 16-37 mins	Res 23-09	06/26/18	\$ 231.00	REMOVE
90834	Ind Therapy/ CAMS Therapy 38-52 mins	Res 23-09	06/26/18	\$ 295.00	REMOVE
90836	E/M Visit and Ind Therapy Add On 38-52 mins	Res 23-09	06/26/18	\$ 291.00	REMOVE
90837	Ind Therapy / CAMS Therapy 53+ mins	Res 23-09	06/26/18	\$ 442.00	REMOVE
90838	E/M Visit and Ind Therapy Add On 53+ mins (add on)	Res 23-09	06/26/18	\$ 384.00	REMOVE
90846	Family Therapy w/o patient per Occurrence	Res 23-09	06/26/18	\$ 357.00	REMOVE
90847	Family Therapy w/patient per Occurrence	Res 23-09	06/26/18	\$ 370.00	REMOVE
90849	Multifamily Group Therapy per Occurrence	Res 23-09	06/26/18	\$ 122.00	REMOVE
90853	Group Therapy per Occurrence	Res 23-09	06/26/18	\$ 122.00	REMOVE
90882	Consultation - Agency - per Occurrence	Res 23-09	06/26/18	\$ 193.00	REMOVE
90887	Consultation - per Occurrence	Res 23-09	06/26/18	\$ 309.00	REMOVE
99214	E/M Office Visit	Res 23-09	06/26/18	\$ 375.00	REMOVE
99215	E/M Office Visit	Res 23-09	06/26/18	\$ 505.00	REMOVE
H0004	Ind Behavioral Support	Res 23-09	05/03/23	\$ 65.00	Move to BH Mental Health
H0032	MH Service Plan Development per Occurrence	Res 23-09	05/03/23	\$ 210.00	Move to BH Mental Health - New Rate \$225
H0036	Comm Psych Support per 15 mins	Res 23-09	05/03/23	\$ 15.00	Move to BH Mental Health
H0038	Self Help/Peer Services, per 15 mins ( Ind/Group)	Res 23-09	05/03/23	\$ 32.50	Move to BH Mental Health
H2010	Comp Med Training and Support per 15 mins	Res 23-09	06/26/18	\$ 73.00	REMOVE
H2014	Skills Training/Dev per 15 mins (Ind/Group)	Res 23-09	06/26/18	\$ 52.00	REMOVE
H2023	Supported Employment per 15 mins	Res 23-09	06/26/18	\$ 52.00	REMOVE
T1016	Case Management per 15 mins	Res 23-09	06/26/18	\$ 67.00	REMOVE
T1023	Level of Determination - per Occurrence	Res 23-09	06/26/18	\$ 293.00	REMOVE

DMAP CODE	BEHAVIORAL HEALTH SERVICES WRAP	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	Changes
90882	Consultation - Agency - per Occurrence	Res 23-09	06/26/18	\$ 150.00	REMOVE
H0032	WRAP Plan Development per Occurrence	Res 23-09	06/24/15	\$ 227.00	REMOVE
H0038	Self Help/Peer Services, per 15 mins ( Ind/Group)	Res 23-09	06/26/18	\$ 36.00	REMOVE
H2000	CANS Mental Health Assessment per Occurrence	Res 23-09	05/03/23	\$ 225.00	Move to BH Mental Health
H2021	Wraparound Services Array per 15 mins	Res 23-09	05/03/23	\$ 41.00	Move to BH Mental Health
T1016	Case Management per 15 mins	Res 23-09	06/26/18	\$ 52.00	REMOVE

DMAP CODE	BEHAVIORAL HEALTH SERVICES CRISIS/MRCT	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	Changes
90839	Crisis Psychotherapy, first 30-60 Mins - provided by OP Staff	Res 23-09	05/03/23	\$ 270.00	Move to BH Mental Health
90840	Crisis Psychotherapy, each addl 30 mins - provided by OP Staff	Res 23-09	05/03/23	\$ 135.00	Move to BH Mental Health
90882	Consultation - Agency - per Occurrence	Res 23-09	06/26/18	\$ 486.00	REMOVE
90887	Consultation - per Occurrence	Res 23-09	06/26/18	\$ 775.00	REMOVE
H2011	Crisis Intervention per 15 mins	Res 23-09	05/03/23	\$ 300.00	Move to BH Mental Health
H2014	Skills Training/Dev per 15 mins	Res 23-09	06/26/18	\$ 131.00	REMOVE
T1016	Case Management per 15 mins	Res 23-09	06/26/18	\$ 168.00	REMOVE
T1023	Level of Determination - per Occurrence	Res 23-09	06/26/18	\$ 736.00	REMOVE
S9485 HT	Crisis Intervention APM -Per Occurrence (72 Hour Period)	Res 23-09	03/08/17	\$ 499.15	REMOVE
S9485TG	Mobile Crisis Interv. APM Per Occurrence (24 Hour Period)	Res 23-09	03/08/17	\$ 461.97	REMOVE

DMAP CODE	PREVENTION AND ADDICTION SERVICES	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	No Changes
H0001	Assessment per Occurrence	Res 23-05	05/03/23	\$ 310.00	
H0032	Service Plan Development per Occurrence	Res 23-05	05/03/23	\$ 225.00	
H0004	Individual Therapy per 15 minutes	Res 23-05	05/03/23	\$ 65.00	
H0005	Group Therapy per Occurrence	Res 23-05	05/03/23	\$ 82.50	
H0006	Case Management per 15 mins	Res 23-05	05/03/23	\$ 35.00	
T1006	Family Therapy w/patient per Occurrence	Res 23-05	05/03/23	\$ 175.00	
H0038	Self-Help/Peer Services - per 15 minutes	Res 23-05	05/03/23	\$ 32.50	
H0048	UA Sample Collection	Res 23-05	05/03/23	\$ 25.00	
90887	Consult	Res 23-05	05/03/23	\$ 135.00	

HEALTH SERVICES - OTHER FEES	AUTH	LAST ADJUSTMENT	Rate All Credentials/Locations	No Changes
Misc Form or Correspondence - each	Res 18-13	06/26/18	\$25.00	
Photocopying	Res 18-13	06/26/18	\$2.50 - 1st/\$0.25 addl	
Records Requests handled by Healthport	Res 18-13	06/26/18	Fees set by outside agency	
Urinalysis Screening handled by Ingenuity	Res 18-13	06/26/18	Fees set by outside agency	

**Master Fee Schedule 2023-2024 Clerk**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
<b>Solemnizing Marriage</b>	ORS 205.320 Res 17-11	06/28/17	\$105.00	\$117.00	
<b>Copies</b>	ORS 205.320 Res 89-2	1989	none	\$0.25	
<b>Recording, per page</b>	ORS 205.320	Unknown	\$5.00	\$5.00	
<b>Certification</b>	ORS 205.320	Unknown	\$3.75	\$3.75	
<b>Marriage License &amp; Domestic Partnerships</b>	ORS 205.320	Unknown	\$25.00	\$25.00	
<b>Election Expenses</b>	ORS 255.305 Sec. Of State Admin. Rule	Unknown	actual bill cost	actual bill cost	
<b>Voter Lists</b>	OAR 165.002.0020	08/09/06	\$500.00	\$25.00 set-up fee plus .00025/voter	
<b>Location Notices</b>	PC Code 14.115	Unknown	none	\$5.00/page	
<b>Affidavits of Annual Labor</b>	PC Code 14.120	Unknown	none	\$5.00/page	
<b>Certificates of Mine Ownership</b>	PC Code 14.125	Unknown	none	\$5.00/page	
<b>Plats approved by BOC - Clerk's fee (2)</b>	ORS 205.350	Unknown	none	\$5.00	
<b>Plats for Recording (2)</b>					
20 lots or less	ORS 205.350	Unknown	none	\$15.00	
21 through 29	ORS 205.350	Unknown	none	\$20.00	
30 through 49	ORS 205.350	Unknown	none	\$25.00	
50 through 74	ORS 205.350	Unknown	none	\$30.00	
75 through 100	ORS 205.350	Unknown	none	\$35.00	
over 100 lots	ORS 205.350	Unknown	none	\$35.00*	
*plus \$.35 per lot over 100				\$11.00	
*plus Assessment/Taxation/OLIS Fee	Res 01-21	08/29/01			
<b>Plat Vacation Fee Collected from City for Survey by Clerk</b>	ORS 271.230	10/04/00	none	\$20.00	
<b>Affidavits (of correction)</b>	Res 00-18	10/04/00	none	\$26.00/first page	
Recording per page	Res 95-22	08/02/95	none	\$5.00	
Correction	Res 02-20	07/31/02	none	\$26.00/first page	
Post-Monument Action	Res 02-20	07/31/02	none	\$26.00/first page	
(1) State form fee file for reference					
(2) Assessor's Office collects these fees.					

**Master Fee Schedule 2023-2024 Community Development**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
<b>BUILDING DIVISION</b>					
Farm Exempt Structure Site Plan Review	Res 23-09			\$60.00	\$63.00
<b>Building Permits:</b>					
Fee for Inspection/Reinspection	Res 21-10	07/28/21		Updated Table 1	
Fee for Special Inspection (2 hour Minimum)	Res 21-10	07/28/21	n/a	Updated Table 1	
Building Valuation	OAR 918-050-0100	07/28/21	Current ICC	Updated Table 1	
Building Permit Plan Review	ORS 455.210, OAR 918-050-0100	07/28/21		Updated Table 1	
Building Permit Fire Life and Safety Review	ORS 455.210, OAR 918-050-0100	07/28/21		Updated Table 1	
Development Surcharge (For Planning Services)	Res 14-08	07/02/14	0.1% of valuation or Planning Check For Building Permit fee (whichever is greater)		
<b>Manufactured and Prefabricated Structures</b>	OAR 918-050-0130 Res 20-08	07/01/20	BOC Resolution as per State	Table 5	
Manufactured Dwelling Park, RV Park, & Organization Camp	OAR 918-600-0005, OAR 918-650-0000 Res 20-08	07/01/20		Table 6	
Manufactured Dwelling Storage Compliance Review	Res 23-09			\$115.64 (Please do not round)	\$119.11 (Please do not round)
<b>Plumbing Permits</b>	OAR 918-050-0100, OAR 918-050-0150 Res 20-08	07/01/20		Table 2	
<b>Mechanical Permits</b>	OAR 918-050-0100, OAR 918-050-0140 Res 20-08	07/01/20		Table 4	
<b>Electrical Permits</b>	ORS 479.8740, ORS 479.845, OAR 918-050-0120, OAR 918-309-0000 Res 11-10	07/28/21		Updated Table 3	
Electrical Permit Plan Review	ORS 479.870, ORS 479.845, OAR 918-050-0120, OAR 918-309-0000 Res 16-12	07/28/21		Updated Table 3	
Master Permit Sign-up	OAR 918-309-0100 Res 21-10	07/28/21	\$100.00	Updated Table 3	
Master Permit Inspection	OAR 918-309-0100 Res 21-10	07/28/21	none	Updated Table 3	
Prescriptive Solar	OAR 918-050-0180 Res 21-10	07/01/20		Table 6	
<b>Miscellaneous:</b>					
Post Construction Stormwater Plan Review	Res 23-09		none	\$595.00	\$625.00
Refund Processing Fee	Res 21-10	07/28/21		See Table 1	
Permit Transfer Fee	Res 21-10	07/28/21		See Table 1	
Admin Fee for Permit Renewals	Res 21-10	07/28/21	none	See Table 1	
<b>Weed Control:</b>					
Mowing of lots Salem UGB	Res 11-10	06/29/11	none	cost incurred with \$100.00 minimum	
<b>ENVIRONMENTAL HEALTH DIVISION</b>					
<b>Site Evaluations:</b>					
Residential Site Evaluation	Res 22-08	07/27/22	\$700.00	\$865.00	Certain fees include \$100 DEQ fee
Additional	Res 23-09		\$700.00	\$639.00	666.00
Commercial					
1st 1000 gallons	Res 22-08	07/27/22	\$700.00	\$865.00	\$865.00

## Master Fee Schedule 2023-2024 Community Development

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
each 500 gallons	Res 22-08	07/27/22	\$182.00	\$191.00	\$191.00
Onsite Permits (up to 1000 gal):	OAR 340				
Standard	Res 23-09		\$1,038.00	\$1,082.00	\$1,131.00
Alternative Treatment Technologies	Res 22-08	07/27/22	\$1,272.00	\$1,535.00	\$1,535.00
Cap	Res 22-08	07/27/22	\$1,272.00	\$1,535.00	\$1,535.00
Gray Water	Res 22-08	07/27/22	\$461.00	\$567.00	\$567.00
Pressure	Res 22-08	07/27/22	\$1,272.00	\$1,535.00	\$1,535.00
Redundant	Res 23-09		\$1,038.00	\$1,082.00	\$1,131.00
Sand Filter	Res 22-08	07/27/22	\$1,566.00	\$1,535.00	\$1,535.00
Seepage	Res 23-09		\$1,038.00	\$1,082.00	\$1,131.00
Steep	Res 23-09		\$1,038.00	\$1,082.00	\$1,131.00
Holding Tanks	Res 23-09		\$890.00	\$675.00	\$704.00
Dewatering	Res 22-08	07/27/22	\$1,272.00	\$1,535.00	\$1,535.00
Each additional 500 gallons	Res 22-08	07/27/22	\$80.00	\$103.00	\$103.00
Reinspection after 1st	Res 22-08	07/27/22	\$103.00	\$113.00	\$113.00
Extra charge per pump (except sand filter & pressure)	Res 22-08	07/27/22	\$66.00	\$72.00	\$72.00
Commercial Plan Review:	OAR 340				
Up to 1000 gallons	Res 23-09		\$379.00	\$371.00	\$379.00
for each 500 gallons	Res 22-08	07/27/22	\$66.00	\$72.00	\$72.00
Renewal, Transfer, Reinstatement (Before permit expires):					
No field work	Res 23-09		\$157.00	\$227.00	\$233.00
Field work	Res 23-09		\$536.00	\$628.00	\$636.00
Alteration:	OAR 340				
Major	Res 23-09		\$569.00	\$721.00	\$752.00
Minor	Res 22-08	07/27/22	\$272.00	\$402.00	\$402.00
Repair:	OAR 340				
Major	Res 22-08	07/27/22	\$551.00	\$706.00	\$706.00
Minor	Res 22-08	07/27/22	\$264.00	\$391.00	\$391.00
Authorization Notice:	OAR 340				
No field work	Res 22-08	07/27/22	\$165.00	\$283.00	\$283.00
Field work	Res 23-09		\$643.00	\$736.00	\$743.00

## Master Fee Schedule 2023-2024 Community Development

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
<b>Other Onsite Permitting Fees:</b>					
Annual Report Evaluation Fee for Holding Tank Evaluation	Res 23-09		\$31.00	\$34.00	\$36.00
Annual Report Evaluation Fee for Commercial Sand Filter, RGF, ATT	OAR 340 Res 23-09		\$62.00	\$68.00	\$71.00
Pumper Truck Inspection	OAR 340 Res 23-09		\$103.00	\$113.00	\$119.00
Each additional vehicle	OAR 340 Res 23-09		\$52.00	\$57.00	\$60.00
Existing System Evaluation Report Fee	OAR 340 Res 22-08	07/27/22	\$659.00	\$762.00	\$762.00
Annual Hardship Evaluation, if field visit required	OAR 340 Res 22-08	07/27/22	\$340 with field visit / \$103 no field visit	\$376 with field visit / \$121 no field visit	\$376 with field visit / \$121 no field visit
Alternative System Inspection	OAR 340 Res 22-08	07/27/22	\$544.00	\$582.00	\$582.00
Holding Tank Inspection	OAR 340 Res 22-08	07/27/22	\$396.00	\$412.00	\$412.00
<b>Licensed Facilities:</b>					
<b>Restaurants: (licensed on an annual basis)</b>					
Full Serve (# of seats)	ORS 624.020 SB 8 (2019)				
0-15	Res 22-08	07/27/22	\$530.00	\$546.00	\$546.00
16-50	Res 22-08	07/27/22	\$600.00	\$618.00	\$618.00
51-150	Res 22-08	07/27/22	\$700.00	\$721.00	\$721.00
151+	Res 22-08	07/27/22	\$770.00	\$793.00	\$793.00
Oct. 1 - Dec. 31 (1/4 year)	Res 04-19	08/04/04		50% discount	50% discount
License Reinstatement	HB3156 (2003) Res 03-18	07/30/03	License fee plus \$100.00/month late	License fee plus \$100.00/month late	License fee plus \$100.00/month late
Commissary	ORS 624.020	07/27/22	\$350.00	\$361.00	\$361.00
Each reinspection after 1st inspection	SB 28 2019 Res 22-08	07/27/22	none	\$157.00	\$157.00
Limited Service	ORS 624.020 SB 28 2019				
Full Year	Res 22-08	07/27/22	\$335.00	\$345.00	\$345.00
October - December	HB3156 (2003) Res 22-08	07/27/22	none	\$112.00	\$112.00
Warehouse	OAR 624.020 SB 28 2019	07/27/22	\$180.00	\$185.00	\$185.00
Mobile Unit	ORS 624.020 SB 28 2019		\$255.00	\$263.00	\$276.00
<b>Vending - # of units</b>					
1-10 units	OAR 624.020 SB 28 2019				
11-20 units		07/27/22	\$90.00	\$93.00	\$93.00
21-30 units		07/27/22	\$140.00	\$144.00	\$144.00
31-40 units		07/27/22	\$200.00	\$206.00	\$206.00
41-50 units		07/27/22	\$300.00	\$309.00	\$309.00
51-75 units		07/27/22	\$320.00	\$330.00	\$330.00
over 75 units	ORS 624.630	08/04/04	\$330.00	\$340.00	\$340.00
			ORS CAP	See ORS 624.630	
<b>Temporary Restaurants</b>					
Pre-licensed before event 1 Day	ORS 624.020 SB 28 2019				
	Res 23-09		\$50.00	\$52.00	\$55.00
Pre-licensed before event 2-3 Day	Res 23-09		\$75.00	\$77.00	\$81.00
Pre-licensed Intermittent and Seasonal	Res 23-09		\$75.00	\$77.00	\$81.00
Licensed at event	Res 23-09		none	\$112.00	\$118.00
Benevolent	Res 20-08	07/01/20	NA	\$42.00	\$42.00
Temporary for Licensed Mobile Unit	ORS 624.650 Res 14-08	07/02/14	\$25.00	\$25.00	\$25.00
Temporary Restaurant Operational Plan Review	ORS 624 SB 28 2019	07/03/19	\$100.00	\$100.00	\$100.00
<b>Swimming Pool / Spa</b>					
	ORS 448.035 SB 8 2019		\$275.00	\$275.00	\$320.00

**Master Fee Schedule 2023-2024 Community Development**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
Additional pool or spa at same location	Res 23-09		60.00%	\$165.00	\$192.00
<b>Tourist Accommodations (# of rooms or spaces)</b>	OAR 333-029-0115, ORS 446.320				
1-50	Res 22-08	07/27/22	\$100.00 + \$3.00/space	\$87 + \$3.00/space	\$87 + \$3.00/space
51-100	Res 22-08	07/27/22	none	\$228 + \$2.40/space for spaces 51-100	\$228 + \$2.40/space for spaces 51-100
101+	Res 22-08	07/27/22	none	\$327 + \$1.72space for spaces 101+	\$327 + \$1.72space for spaces 101+
Organizational Camp	ORS 446.425 Res 22-08	07/27/22	none	\$242.00	\$242.00
Bed & Breakfast	ORS 624.020 SB 28 2019	07/27/22	\$200.00	\$206.00	\$206.00
Day Care	ORS 624.630 Res 22-08	07/27/22	none	\$175.00	\$175.00
<b>School Food Service</b>					
Prep Site	Res 23-09		none	\$211.00	\$222.00
Serve Only	Res 23-09		none	\$175.00	\$184.00
Reinspect	Res 23-09		none	\$142.00	\$149.00
<b>Water Systems</b>					
Evaluation, sample, and technical assistance	Res 23-09		none	\$142 + lab fee	\$149.00+lab fee
Evaluation and technical assistance	Res 23-09		none	\$111.00	\$117.00
With existing sewage system evaluation	Res 23-09		none	\$83.00 + lab fee	\$87.00 + lab fee
With private sources for licensed facility	Res 23-09		none	\$111.00	\$117.00
<b>Plan Reviews for Restaurants/Tourist Facilities:</b>	ORS 624.630 SB 28 2019				
Remodel full service restaurant		07/03/19	\$225.00	\$225.00	\$225.00
Remodel other than full service restaurant		07/03/19	\$100.00	\$100.00	\$100.00
Initial construction full service restaurant		07/03/19	\$400.00	\$400.00	\$400.00
Initial construction bed and breakfast		07/03/19	\$190.00	\$190.00	\$190.00
Initial construction commissary		07/03/19	\$240.00	\$240.00	\$240.00
Initial construction warehouse		07/03/19	\$150.00	\$150.00	\$150.00
Initial construction limited service restaurant		07/03/19	\$220.00	\$220.00	\$220.00
Initial construction mobile unit		07/03/19	\$400.00	\$400.00	\$400.00

## Master Fee Schedule 2023-2024 Community Development

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
<b>Planning Application Review</b>	Res 21-10	07/28/21	none	\$49.00	\$49.00
<b>Food Handler Card</b>	ORS 624.570	07/03/13		\$10.00	\$10.00
Food Handler Replacement Card	Res 14-08	07/02/14	none	\$5.00	\$5.00
Food handler study guide	Res 19-10	07/03/19	none	\$3.00	\$3.00
<b>Kennel License</b>					
Application Fee	Res 23-09		none	\$134.00	\$141.00
Reinstatement of License	Res 23-09		none	\$77.00	\$81.00
Fee per dog, not exceeding 10 dogs	Res 23-09		none	\$10.00	\$11.00
Fee per dog, exceeding 10 dogs	Res 22-08	07/27/22	none	\$5.00	\$5.00
Fee for service not listed (fee per hour)	Res 23-09		none	\$143.00	\$150.00
Refund Processing Fee	Res 23-09		none	\$52.00	\$55.00
<b>PLANNING DIVISION (Does not include EH Review Fee)</b>					
<b>Comprehensive Plan Amendment</b>					
Without Exception	Res 23-09		none	\$2,755.00	\$2,890.00
With One Exception	Res 23-09		none	\$5,250.00	\$5,510.00
Each Additional Exception	Res 23-09		none	\$1,995.00	\$2,095.00
Legislative Amendment	Res 23-09		none	\$2,705.00	\$2,840.00
Goal Exception Only (one only)	Res 23-09		none	\$5,250.00	\$5,510.00
Each Additional Exception	Res 23-09		none	\$1,995.00	\$2,095.00
UGB Expansion	Res 23-09		none	\$7,140.00	\$7,500.00
<b>Zone Change</b>					
Zone Change Only	Res 23-09		none	\$2,755.00	\$2,890.00
With Plan Amendment	Res 23-09		none	\$3,830.00	\$4,025.00
Plan Amendment with One Exception	Res 23-09		none	\$6,760.00	\$7,100.00
Floodplain Letter of Map Revision (hearing required)	Res 23-09		none	\$2,600.00	\$2,730.00
<b>Conditional Use</b>					
Home Occupation / Cottage Industry	Res 23-09		none	\$886.00	\$930.00
Communications Tower	Res 23-09		none	\$2,200.00	\$2,310.00
Commercial Power Generating Facilities	Res 23-09		none	\$2,050.00	\$2,150.00
Solid Waste Disposal Site	Res 23-09		none	Cost of Service with \$1,550 Deposit	Cost of Service with \$1,625 Deposit
Commercial Activity in Conjunction with Farm Use	Res 23-09		none	\$886.00	\$930.00
Winery (with Full Service Restaurant More than 25 days)	Res 23-09		none	\$1,825.00	\$2,150.00
All other without a hearing	Res 23-09		none	\$834.00	\$875.00
All other hearing required	Res 23-09		none	\$2,215.00	\$2,325.00
<b>Partition/Subdivision</b>					
Resource Zoning District (EFU, TC, F/F)	Res 23-09		none	\$1,070.00	\$1,125.00
Non-resource Zoning District	Res 23-09		none	\$1,070.00	\$1,125.00
Final Partition Plat Review	Res 23-09		none	\$189.00	\$200.00
Subdivision	Res 23-09		none	\$2,634 + \$29 per lot fee	\$2,765 + \$30 per lot fee
Subdivision Final Map Check	Res 23-09		none	\$1,090.00	\$1,145.00
Exception to Subdivision Ordinance Standard	Res 23-09		none	\$3,030.00	\$3,180.00
Planned Unit Development	Res 23-09		none	\$2,634 + \$29 per lot fee	\$2,765 + \$30 per lot fee
Planned Unit Development Final Map Check	Res 23-09		none	\$775.00	\$815.00
Recognizing Improperly Formed Parcel	Res 23-09		none	Cost of Service with \$1,550 Deposit+ final PP Review	Cost of Service with \$1,625 Deposit+ final PP Review

## Master Fee Schedule 2023-2024 Community Development

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
<b>Property Line Adjustment</b>					
Property Line Adjustment Administrative	Res 23-09		none	\$540.00	\$570.00
Ministerial (Mutual Consent)	Res 23-09		none	\$85.00	\$90.00
<b>Land Use Determination</b>					
Communication Tower	Res 23-09		none	\$1,950.00	\$2,045.00
Wind Tower Type II	Res 23-09		none	\$336.00	\$570.00
Billboards (not CUP)	Res 23-09		none	\$357.00	\$375.00
Home Occupation (not CUP)	Res 23-09		none	\$408.00	\$430.00
Farm Stand	Res 23-09		none	\$461.00	\$485.00
Utility Facility (not communications tower)	Res 23-09		none	\$577.00	\$605.00
Winery ( with 5 event ministerial license if included in application)	Res 23-09		none	\$870.00	\$930.00
School or Church	Res 23-09		none	\$629.00	\$660.00
Similar Use Decision	Res 23-09		none	\$305.00	\$320.00
Farm Processing Facility	Res 23-09		none	\$629.00	\$660.00
Model airplane takeoff and landing site	Res 23-09		none	\$305.00	\$320.00
Floodplain Determination no hearing	Res 23-09		none	\$577.00	\$605.00
Floodplain Development	Res 23-09		none	\$604.00	\$635.00
Solid Waste Disposal Site	Res 23-09			Cost of Service with \$1,550 Deposit	Cost of Service with \$1,625 Deposit
<b>Dwellings</b>					
Farm Dwelling (\$80,000 on H.V., \$40,000 non-H.V., Accessory Farm, Family Farm Help)	Res 23-09		none	\$840.00	\$882.00
Forest Dwelling (Template Test)	Res 23-09		none	\$1,070.00	\$1,125.00
Sales Capability, Small Tract HV	Res 23-09		none	\$1,826.00	\$1,920.00
Non-farm dwelling	Res 23-09		none	\$2,350.00	\$2,470.00
<b>Lot of Record (Dwelling) - Determination (Farm Forest)</b>					
No Hearing	Res 23-09		none	\$840.00	\$882.00
With Hearing - High Value Soils	Res 23-09		none	\$2,215.00	\$2,325.00
<b>Hardship Dwelling</b>					
Forest / Farm Forest Zones	Res 23-09		none	\$461.00	\$605.00
Not in Forest / Farm Forest zones	Res 23-09		none	\$325.00	\$480.00
<b>Renewal - Hardship Dwelling</b>					
Within 30 days of expiration	Res 23-09		none	\$18.00	\$20.00
Beyond 30 days of expiration	Res 23-09		none	\$70.00	\$75.00
<b>Replacement Dwelling</b>					
Replacement Dwelling (Farm Zone)	Res 23-09		none	\$356.00	\$375.00
Replacement Dwelling (Forest Zone)	Res 23-09			\$471.00	\$495.00

**Master Fee Schedule 2023-2024 Community Development**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
<b>Admin Review</b>					
In UGB (except as listed elsewhere)	Res 23-09		none	\$345.00	\$365.00
Out UGB (except as listed elsewhere)	Res 23-09		none	\$305.00	\$320.00
Administrative Review Site Plan Review / Amendments	Res 23-09		none	\$355.00	\$375.00
Parcel Status Determination	Res 23-09		none	\$310.00	\$365.00
All other (hearing required)	Res 23-09			\$2,350.00	\$2,470.00
<b>Nonconforming Use</b>					
Hearing Required	Res 23-09		none	\$2,350.00	\$2,470.00
No Hearing Required	Res 23-09		none	\$400.00	\$420.00
<b>Historic Building Alteration or Removal (Hearing Required)</b>	Res 23-09		none	\$300.00	\$315.00
<b>Planning Check for Building Permit</b>					
Residential	Res 23-09		none	\$78.00	\$82.00
Commercial	Res 23-09		none	\$157.00	\$165.00
<b>Variance</b>					
Administrative Variance	Res 23-09		none	\$400.00	\$420.00
Full Variance	Res 23-09		none	\$2,350.00	\$2,470.00
Floodplain Variance by Building Official	Res 23-09		none	\$787.00	\$830.00
<b>Ministerial</b>					
Significant Resources Management Plan	Res 23-09			\$78.00	\$82.00
Land Use compatibility sign off (LUCS)	Res 23-09		none	\$40.00	\$42.00
Land Use Condition of Approval Compliance Review	Res 23-09		none	\$157.00	\$165.00
Ministerial Site Plan Review	Res 23-09		none	\$157.00	\$165.00
Ministerial (new service)	Res 23-09		none	\$84.00	\$88.00
<b>Appeals</b>					
Appeal - Planning Director decision	Res 19-10	07/03/19	\$250.00		
Appeal - Hearings Body decision	Res 23-09		none	\$2,350.00	\$2,470.00
Land Use Board of Appeals remand reconsideration	Res 23-09		none	\$2,163.00	\$2,275.00
<b>Service Fees</b>					
Extensions	Res 21-10	07/28/21	none		
Re-Notice (at applicant's request)	Res 23-09		none	\$190.00	\$199.00
Plus Legal Ad Publishing (if needed)	Res 22-08	07/27/22	none	Cost of Service	Cost of Service
Pre-application Conference		06/25/08	none	\$100.00 (1/2 credited to application fee)	\$100.00 (1/2 credited to application fee)
Peer Review		07/30/03	none	Cost of Service	Cost of Service
Fee for services not listed (2 hour minimum)	Res 23-09		none	\$118.00/hr	\$125.00/hr
Fast Track (excluding CUP, based on staff availability)	BOC	n/a	none	(2 hour minimum)	(2 hour minimum)
Research (2 hour minimum)	Res 23-09			\$118.00/hr	\$125.00/hr
Planning letter with no research	Res 20-08	07/01/20	none		
Request for Hearing determination (deposit, fee based on actual cost, applicant may receive a refund)	ORS 215.416.11.b Res 19-10	07/03/19	none		
Zoning Ordinance	Res 23-09		none	\$300.00	\$325.00
Comp Plan & Map	Res 23-09		none	\$300.00	\$325.00
ZC & CP Annual Subscription Fee (paper only)	Res 23-09		none	\$300.00	\$325.00
Map Copies (see GIS for all map charges)					

Master Fee Schedule 2023-2024 Community Development

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
Refund Processing Fee	Res 23-09		none	\$52.00 base processing fee plus staff time	\$55.00 base processing fee plus staff time
<b>Measure 37/49</b>					
Measure 37/49 Processing Claim	Res 06-14	08/09/06	none		
Measure 49 Vesting Determination (not land use)	Res 23-09		none	\$1,480.00	\$1,555.00
Post Measure 37/49 land use - cost of application plus special research fee indicated	Res 23-09			\$425.00	\$445.00
<b>Miscellaneous:</b>					
Floodplain Development Permit for Building Permits	By Department		none	\$113.00	\$119.00
Winery Event Permit 5 Year	Res 23-09		none	\$796	\$835
<del>Street Naming / Renaming</del>	<del>Res 22-08</del>		<del>none</del>	<del>\$425.00</del>	<del>REMOVED</del>
Land Use action not listed in current schedule	Res 23-09		none	\$625.00 staff \$2,215.00 Hearing	\$650.00 staff \$2,325.00 Hearing
Soils Analysis - Geographical overlay and statistical summary	Res 23-09		none	\$20.00	\$25.00
Buffer Analysis - Map & list of owners	Res 23-09		none	\$20.00	\$25.00
Template Test - Map & list of owners w/ 160 acre block	Res 23-09		none	\$40.00	\$45.00
Land Capability Test - Map & list of owners w/ 1 mile	Res 23-09		none	\$40.00	\$45.00
Complex Land Use Test	Res 23-09		none	\$180.00	\$190.00
Owners Label List (< 1,000 tax lots)	Res 23-09		none	\$20.00	\$25.00
County Zoning Ordinance (CD-Rom)	Res 23-09		none	\$150.00	\$160.00
<b>Licenses:</b>					
Ministerial Land Use License (Not Land Use Decision)	Res 23-09		none	\$110.00	\$115.00
<b>Business License</b>					
Motor Vehicle Division (dealer, wrecking, junk yard)	Res 23-09		none	\$110.00	\$115.00
Second Hand / Junk Dealers	Res 23-09		none	\$134.00	\$140.00
Dance Halls					
Per day	Res 23-09		none	\$270.00	\$285.00
Per year	Res 23-09		none	\$390.00	\$410.00
Circus	Res 23-09		none	\$550.00	\$578.00
Traveling Show	Res 23-09		none	\$765.00	\$805.00
Name / Address Change	Res 22-08	07/27/22	none	\$80.00	
<b>OLCC Liquor / Marijuana License</b>					
Original license	ORS 471.166	n/a	\$100.00	\$100.00	
Change in ownership, location, or privilege	ORS 471.166	n/a	\$75.00	\$75.00	
Renewal or temporary license	ORS 471.166 Res 23-09		\$35.00	\$19.00	\$20.00
<b>Election Signs</b>	Om 88-26 Res 89-17	04/05/89	none	No charge	No charge

**Master Fee Schedule 2023-2024 Community Corrections**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	NEW FEE
<b>No Show Fee - missing scheduled intake</b>	Res 22-08	07/27/22	none	\$0.00	
<b>Maintenance Fee</b>	Res 18-13	06/26/18	none	\$25.00	
<b>Supervision</b>					
Regular	Res 22-08	07/27/22		0	
Casebank - Lifetime Supervision	Res 22-08	07/27/22		0	
DNA Swab Kit (Felony Cases Only)	Res 20-08	07/01/20		\$10.00	
<b>Electronic Monitoring</b>	Res 18-13	06/26/18		\$25.00/day	
<b>Urinalysis test swab</b>	Res 06-14	08/09/06		\$25.00	
<b>UA (violation)</b>	Res 14-08	07/02/14		\$25.00/each	
<b>Polygraphs</b>					
Maintenance	Res 23-09			\$175	\$ 240.00
Full Disclosure	Res 23-09			\$275	\$ 360.00
<b>Interstate Compact</b>	Res 04-19	08/04/04		\$100.00	
<b>Transfer Fee (out of County)</b>	Res 22-08	07/27/22	none	\$0.00	
<b>Adjust Program Only</b>	Res 18-13	06/26/18		\$25.00	
<b>Travel Permit</b>	Res 15-14	06/24/15		\$25.00	
<b>Short Term Housing</b>	Res 22-08	07/27/22		\$96/week	
<b>Short Term Housing key replacement</b>	Res 15-14	06/24/15		\$25.00	
<b>GPS Tracking</b>	Res 18-13	06/26/18		\$25.00/day	
<b>Community Services Charges</b>					
<b>Initial Supervision Fee</b>	By Department	06/26/18	none	\$40.00	
<b>Buyout (Hours)</b>	By Department	06/26/18	none	\$12/hr	
<b>Work Release - program eligibility fee</b>	By Department	09/08/99	none	the greater of \$12.50 or 1 hour client's hourly wage/day	
<b>Work Crews (County supervised)</b>	Res 00-18	10/04/00	none	\$300/Day	
<b>Photocopying</b>	Res 02-20	07/31/02		\$2.50 1st page \$0.25 each following page	

# Master Fee Schedule 2023-2024 Circuit Court

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
<b>Mediation Fees</b>	ORS 21.112	6/25/2008	none	\$80.00	No Change
<b>Copying fees</b>					
Hard Copies	Res 12-10	07/11/12		Copy is \$0.25 a page. Certified is an additional \$5.00 CD copy is \$10.00 Fax copy is \$2.00 first page and \$1.00 each additional	No Change
Electronic Copies	ORS 21.258	7/1/2016		\$9.00 Electronic Copy	No Change
Scanning Fees	ORS 21.258	7/1/2016		\$3.00 per request	No Change

## Master Fee Schedule 2023-2024 District Attorney

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Rate
Diversion costs					
Felony	ORS 135.891 Res 03-18	07/30/03	none	\$0.00-\$350.00	
Misdemeanor	ORS 135.891 Res 99-17	09/08/99	none	\$0.00-\$250.00	
			none		
<b>Paper Discovery Fees</b>					
Retrieval Fee	Res 23-09		none	\$15.00 + \$0.30 Per Page	\$20.00 + \$0.30 per page
Supplemental Reports	Res 23-09		none	\$0.30/page	
<b>Electronic Discovery Fees</b>					
Retrieval Fee- less than 100 pages	Res 23-09		none	\$12.00 + \$0.25 per page	\$13.00 + \$0.25 per page
Retrieval Fee - Homicide	Res 23-09		none	\$75.00 + \$0.25 per page	\$76.00 + \$0.25 per page
Supplemental Reports - All cases	Res 23-09		none	\$0.25/page	
<b>ADDITIONAL FEE for duplication of:</b>					
Photographs	Res 05-21	07/20/05	none	\$15.00 + development costs	
Color Copies	Res 23-09		none	\$3.00/page	\$4.00/page
CD (700mm:4.7 gb:8/5 gb)	Res 23-09		none	\$15.00	\$16.00
Blue Ray	Res 23-09			\$25.00	\$26.00
DVD	Res 23-09		none	\$15.00	\$16.00
Flash Drive 4GB	Res 23-09		none	\$30.00	\$31.00
Flash Drive 8GB	Res 23-09		none	\$40.00	\$41.00
Flash Drive 16 GB	Res 23-09			\$50.00	\$51.00
Flash Drive 32GB	Res 23-09			\$30.00	\$61.00
Flash Drive 64GB	Res 23-09			\$100.00	\$101.00
Flash Drive 128GB	Res 23-09			\$150.00	\$151.00

**2023-2024 Master Fee Schedule - Polk County Fair Event Center**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
<b>Fairgrounds Rental Charges</b>					
All buildings and grounds are subject to clean-up charge of \$100/hour (\$200 minimum charge) if areas used are not left as found.					
All rental charges are from 8:00 a.m. to Midnight unless otherwise stipulated.					
<b>Early opening for all buildings before 8:00am</b>	Res 18-13	6/26/2018		\$50.00	
<b>Main Building</b> (does not include kitchen or freezer/cooler)					
Cleaning deposit / alcohol	Res 05-21	07/20/10	none	\$1,500.00	
Cleaning deposit no alcohol	Res 03-18	07/30/03	none	\$1,000.00	
No alcohol	Res 22-08	07/27/22	none	\$950.00	
Serving alcohol	Res 22-08	07/27/22	none	\$1,250.00	
<b>Meeting Room #1</b> (old office - 14 x 20)	Res 16-12	07/01/16	none	\$40.00	
<b>One Dining Room</b> (20 x 75) or Textile Room (20 x 118)	Res 18-13	06/26/18	none	\$150.00	
<b>Patio Area</b>	Res 21-10	07/28/22	none	\$75.00	
<b>Dining Rooms (both) Kitchen not included</b>	Res 18-13	06/26/18	none	\$300.00	
<b>Playground, patio &amp; restrooms</b>	Res 21-10	07/28/22		\$500.00	
Cleaning deposit / alcohol	Res 21-10	07/28/22		\$1,500.00	
Cleaning deposit no alcohol	Res 21-10	07/28/22		\$300.00	
<b>Kitchen</b> (does not include freezer / cooler)	Res 16-12	07/01/16	none	\$250.00	
Freezer/cooler rental charge is \$50/first day and \$25/each additional day					
<b>Floral Building</b>					
Cleaning deposit / alcohol	Res 05-21	07/20/10		\$1,500.00	
Cleaning deposit no alcohol	Res 18-13	06/26/18		\$300.00	
No alcohol	Res 22-08	07/27/22		\$450.00	
Alcohol	Res 22-08	07/27/22		\$750.00	
<b>Building B</b> (43 x 100)					
Cleaning deposit / alcohol	Res 05-21	07/20/10		\$1,500.00	
Cleaning deposit no alcohol	Res 18-13	06/26/18		\$300.00	
Non Alcohol	Res 22-08	07/27/22	none	\$400.00	
Serving alcohol	Res 18-13	06/26/18	none	\$700.00	
Square / Round Dancers - Up to 4 hours	Res 23-09		none	\$50.00	\$75.00
Square / Round Dancers - 4 hours up to 8 hours	Res 18-13	06/26/18	none	\$130.00	
Square / Round Dancers - 8 hours or more	Res 22-08	07/27/22		\$400.00	

**2023-2024 Master Fee Schedule - Polk County Fair Event Center**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
<b>Sheep Barn, Hog Barn, Goat Bays or Beef Bays</b> (user provides own bedding and hauls it off grounds when done)					
Cleaning deposit/alcohol	Res 21-10	07/28/21		\$1,500.00	
Cleaning deposit	Res 21-10	07/28/21		\$300.00	
No Alcohol	Res 21-10	07/28/21	none	\$325.00	
Alcohol	Res 21-10	07/28/21	none	\$625.00	
<b>Building C (80 X 80)</b>					
Cleaning deposit/alcohol	Res 05-21	07/20/10		\$1,500.00	
Cleaning deposit no alcohol	Res 18-13	06/26/18		\$300.00	
No alcohol w/ restrooms	Res 18-13			\$400.00	
Alcohol w/ restrooms	Res 22-08	07/27/22		\$700.00	

**2023-2024 Master Fee Schedule - Polk County Fair Event Center**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
<b>Parking Lot</b>					
West front (135 x 80)	Res 11-10	06/29/11	none	\$600.00	
South (142 x 32)	Res 11-10	06/29/11	none	\$400.00	
<b>Arena</b>					
Cleaning deposit/alcohol	Res 15-14	06/24/15		\$2,500.00	
Cleaning deposit no alcohol	Res 15-14	06/24/15		\$500.00	
No Alcohol	Res 21-10	07/28/21		\$500.00	
Serving Alcohol	Res 21-10	07/28/21		\$1,500.00	
Tractor Use (based on availability)	Res 16-12	07/01/16		\$30/hour	
<b>Entire Grounds</b>					
No Alcohol	Res 21-10	07/28/21		\$3,000.00	
Serving Alcohol	Res 21-10	07/28/21		\$5,500.00	
<b>Overnight parking Fees</b> (stays limited to fourteen consecutive days)					
Per night, per vehicle (includes dump)	Res 17-11	06/28/17	none	\$25.00	
Per night, per tent	Res 22-08	07/27/22	none	\$20.00	
<b>Storage Fees</b> (storage season begins 9/1 and ends 4/30)					
Ft. per length of item stored	Res 21-10	07/28/21	none	\$14.00	
<b>RV Group Rental Fees</b>					
(Rates cover buildings usage and RV spaces from Thursday noon to Sunday noon)					
Overnight parking Per night	Res 17-11	06/28/17		\$20.00	
Main Building - Without kitchen	Res 22-08	07/27/22	none	\$1,200.00	
<b>Additional days - per day</b>	Res 22-08	07/27/22	none	\$300.00	
Main Building - With kitchen	Res 22-08	07/27/22	none	\$1,500.00	
<b>Additional days - per day</b>	Res 22-08	07/27/22	none	\$400.00	
Main Building - With kitchen & freezer/cooler	Res 16-12	07/01/16	none	\$1,200.00	
<b>Additional days - per day</b>	Res 18-13	06/26/18	none	\$350.00	
<b>Entire Grounds</b>	Res 21-10	07/28/21		\$3,000.00	

**2023-2024 Master Fee Schedule - Polk County Fair Event Center**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
<b>Fair Booth Space</b>					
Inside Building (8x10)	Res 22-08	07/27/22	none	\$225.00	
Booth attached to Arts/Crafts & Floral (12x12)	Res 22-08	07/27/22	none	\$200.00	
Outside space - provide own covering (10x10)	Res 22-08	07/27/22	none	\$175.00	
Additional 110 outlet	Res 12-10	07/11/12		\$25.00	
Additional 220 outlet	Res 12-10	07/11/12		\$100.00	
Food Concession Booth (10x10)	Res 15-14	06/24/15		18%	
				18%	
<b>Fair Admission</b>					
Adult Day Pass	Res 23-09		none	\$5.00	\$10.00
Adult Season Pass	Res 22-08	07/27/22	none	\$30.00	
Senior Day Pass (62/older)	Res 22-08	07/27/22	none	\$8.00	
Senior Season Pass	Res 22-08	07/27/22		\$20.00	
<b>Junior Day Pass (6 + older)</b>	Res 22-08	07/27/22	none	\$8.00	
Junior Season Pass	Res 23-09		none	\$20.00	\$24.00
Fair camping	Res 22-08	07/27/22		\$150.00	
Parking - per car	Res 21-10	07/28/21		\$0.00	
<b>Other</b>					
Bleachers (each) not available off grounds	Res 07-19	07/18/07	none	\$50.00	
Chairs - each	Res 00-18	10/04/00	none	\$1.00	
Tables - each (taken off grounds) \$100 deposit required	Res 07-19	07/18/07	none	\$10.00	
Tables - each	Res 15-14	06/24/15	none	\$6.00	
Dump station fees	Res 18-13	06/26/18	none	\$10.00	
Picnic Tables	Res 07-19	07/18/07	none	\$15.00	
Stage Pieces (each) not available off grounds	Res 07-19	07/18/07	none	\$10.00	
<b>Metal Barriers (each) Not available off grounds</b>	Res 21-10	07/28/21		\$10.00	
<b>Entry Shed</b>	Res 21-10	07/28/21		\$200.00	

# Master Fee Schedule 2023-2024 Finance/Tax

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	NEW FEE
<b>TREASURER</b>					
<b>Returned check charges</b>					
Base charge per check	Res 22-08	07/27/22	none	\$30.00	
One tax account	Res 22-08	07/27/22	none	\$30.00	
Additional tax accounts (each account)	Res 22-08	07/27/22	none	\$6.00	
Stop payment charge	Res 09-15	07/01/09	none	\$30.00	
<b>TAX COLLECTOR</b>					
Personal Property Warrant Fee	ORS 311.633	06/26/18	none	\$52.00	
Foreclosure Title Search Fee	ORS 312.120		none	Actual Cost	
Foreclosure Penalty	ORS 312.110		none	5% of total tax & interest published	
<b>FINANCE</b>					
Replacement W-2 for lost, destroyed, or never received due to address change	IRS	07/01/10	none	\$25.00	

## Master Fee Schedule 2023-2024 General Services

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	NEW CHARGE
Personal Mileage Reimbursement	IRS	01/01/12	IRS	IRS Rate	
<b>INFORMATION SERVICES</b>					
Internet Access Charges:					
CD & DVD Copies	Res 23-09		none	\$10.00	Remove
Flash Drive	Res 22-08	07/27/22	none	\$30.00	
Non-Standard Requests for Information & Services	Res 23-09			\$0.00	\$120/hr - 1 Hr min
<b>GIS FEES</b>					
<b>Standard Survey / Taxlot Maps</b>					
Tax lots/Surveys/Plats (8.5x11)	Res 01-21	08/29/01	none	\$1.00/page	
Tax lots/Surveys/Plats (11x17)	Res 09-15	07/01/09	none	\$2.00/page	
Tax lots/Surveyss/Plats (18x24 to scale)	Res 20-08	07/01/20		\$10.00	
<b>Maps from GIS</b>					
Custom Map (Smaller than 24x24	Res 20-08	07/01/20		\$10.00 + Hourly Rate	
Custom Large format Map (24x24 or Bigger)	Res 20-08	07/01/20	none	\$20.00 + Hourly Rate	
<b>GIS Services</b>					
Non-Standard Requests for Information & Services				\$120/hr - 1 Hr min	
<b>PAYROLL</b>					
Replacement W2 due to lost, destroyed, or never received due to an address change	IRS		none	\$25.00	

Master Fee Schedule 2023-2024 Juvenile

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
<b>JUVENILE</b>					
Probation Supervision Fee (One time fee)	Res 22-08	07/27/22	none	\$0.00	
Formal Accountability Agreement (FAA) Supervision Fee	Res 22-08	07/27/22		\$0.00	
Sanction Court Supervision Fee	Res 22-08	07/27/22		\$0.00	
Restitution Program - ODOT	Res 22-08	07/27/22	none	\$0.00	
UA Fees	Res 22-08	07/27/22	none	\$0.00	
Oral Swab	Res 22-08	07/27/22		\$0.00	
Etg Fee (Alcohol)	Res 22-08	07/27/22		\$0.00	
Expungment Fee	Res 22-08	07/27/22	none	\$0.00	
Community Service Work Fee (one time fee)	Res 22-08	07/27/22	none	\$0.00	
Photocopying	Res 12-10	07/11/12	none	\$2.50 1st page \$0.25 each additional page	
Electronic Monitoring	Res 22-08	07/27/22	none	\$0.00	
JDH Stay Charge	Res 22-08	07/27/22		\$0.00	
Courtesy Supervision (one time fee)	Res 22-08	07/27/22		\$0.00	
Limited Supervision (one time fee)	Res 22-08	07/27/22		\$0.00	
Emancipation Fee	Res 22-08	07/27/22		\$0.00	

# Master Fee Schedule 2023-2024 Public Health

CHARGE	AUTHORIZATION	AST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
<b>Vital Records</b>					
Certified copies of birth or death certificates	OAR 333-011-0340	07/01/16	\$25.00	*per published State fees	
<b>Home Visiting</b>					
Targeted case management home visits	OHA/DMAF	06/26/18	none	\$412	
<b>Exams - New and Established Clients</b>					
Minimal - New (99201) Est. (99211)	By Department	06/26/18	none	\$67.96 - \$140.18	
Brief - New (99202) Est. (99212)	By Department	06/26/18	none	\$138.17 - \$236.40	
Limited - New (99203) Est. (99213)	By Department	06/26/18	none	\$230.12 - \$339.68	
Comprehensive - New (99204) Est. (99214)	By Department	06/26/18	none	\$339.93 - \$519.06	
Comp / High Complex - New (99205) Est. (99215)	By Department	06/26/18	none	\$458.47 - \$653.16	
Preventative visit (99384-99396)	By Department	06/26/18	none	\$367.24 - \$483.65	
Education and Counseling (99401-99404)	By Department	06/26/18	none	\$119.57-\$357.81	
Bundled RH Visit (T1015)	By Department	06/26/18		\$ 262.00	
<b>Procedures</b>					
Contraceptive Capsule Insert/Removal/Reinsertion (11981-11983)	By Department	06/26/18	cost	\$448.24-\$726.21	
IUD/IUS Insertion/Removal (58300-58301)	By Department	06/26/18	cost	\$232.12-\$300.39	
Condyloma Treatment	By Department	06/26/18	cost	\$324.06-\$653.16	
Injection therapeutic/prophylactic/diagnostic (96372)	By Department	06/26/18	cost	\$64.61	
<b>Drugs and Supplies</b>					
Miscellaneous Drugs	By Department	06/26/18	none	\$0-\$700*	
<b>Immunizations</b>	By Department	06/26/18	21.96 (VFC ONLY)	\$21.96-\$250	
<b>STI Testing</b>					
STI Visit	By Department	06/26/18	cost	\$ 140.18	
Syphilis	By Department	06/26/18	cost	\$ 19.39	
HIV	By Department	06/26/18	cost	\$ 34.50	
Rapid HIV	By Department	06/26/18	cost	\$ 21.46	
GC/CT Urine Test	By Department	06/26/18	cost	\$ 13.55	

**Master Fee Schedule 2023-2024 Public Works**

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Changes
<b>ROADS</b>					
Driveway / Access Permit	P.C. Code 31.110	07/01/10	none	\$250.00	
Gate Permit	ORS 368.056	06/28/17	none	\$250.00	
Access Culvert Installation	Res 12-10	07/11/12	none	Up to Actual Cost *	
Preliminary Development Fee (Engineering) - (County may credit a portion of this fee for review/inspection services)	By Department	10/04/00	none	\$750.00	
Plans Review / Construction Inspection / Testing	County Road Standards	06/26/18	none	5% Engineer's estimate - \$250 Minimum	
Work In ROW Reinspection Fee		07/03/19	none	\$75.00	
Bid Specs	Res 97-34	11/26/97	none	\$25.00	
Special Event Permit	Res 12-10	07/11/12	none	Per Formula ** \$50.00 Minimum	
Special Event Permit Late Fee (closer than 60 days prior to the event)	6/26/2018	06/26/18	none	\$100.00	
Special Event Lost/Damaged Sign	NEW FEE Res 23-09				\$ 300.00
Transportation Permit		06/26/18	none	\$8.50	
Road Vacation Fee (public hearing not required)	P.C. Code 30.110	06/24/15	none	\$1,500.00	
Road Vacation Fee (public hearing required)	P.C. Code 30.110	06/24/15	none	\$2,300.00	
Ways of Necessity	P.C. Code 30.110&150	06/28/17	none	Up to Actual Cost	
Change of Address	Res 17-11	06/28/17	none	\$150.00	
Road Naming/Name Change	Res 19-10	07/03/19	none	\$1,000.00	
Sign Damage/Replacement Fee	Res 23-09		none	\$250.00	\$ 350.00
TODS Permit (per sign)	ORD 85-5	06/26/18	none	\$225.00	
TODS Temp Removal / Installation (per sign)	Res 12-10	07/11/12	none	\$70.00	
Equipment Rental	ORS 368.031	07/11/12	none	Per Equip. Rate Sheet	
Road Standards (Hardcopy)	By Department	09/23/98	none	\$25.00	
Private Maintenance Agreement	Res 12-10	07/11/12	none	\$50 - \$600 ***	
Cost Share initiated by BOC resolution	Res 18-13	06/26/18	none	\$0.00	
Cost Share initiated by 75% Landowner Binding Commitment Affidavits	Res 18-13	06/26/18	none	1500****	
Cost Share 60% Landowner Petition	Res 18-13	06/26/18	none	5,000.00****	
Preliminary Speed Zone Investigation Request	New Fee	New Fee	none	\$50.00	
Full Speed Zone Investigation Request	New Fee	New Fee	none	\$250.00	
<b>Public Land Corner Preservation Fund</b>					
Fee on Land Transfer Document	Orn 87-17	06/09/05	\$10.00	\$10.00	
<b>Surveyors Office</b>					
<b>Surveys</b>					
Filing Fee	Res 17-11	06/28/17	none	\$150.00	
Map Check	Res 15-14	06/24/15	none	\$75.00	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 15-14	06/24/15	none	\$160.00/hr	
<b>Partitions</b>					
Filing Fee	Res 17-11	06/28/17	none	\$150.00	
Plat & Field Check	Res 15-14	06/24/15	none	\$250.00	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 15-14	06/24/15	none	\$160.00/hr	
<b>Subdivision, Condominium and Cemetery Plats</b>					
Filing Fee	Res 17-11	06/28/17	none	\$150.00	
Plat & Field Check Fee	Res 15-14	06/24/15	none	\$550.00	
Per lot / Building / Block Fee	Res 15-14	06/24/15	none	\$25.00	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 15-14	06/24/15	none	\$160.00/hr	

# Master Fee Schedule 2023-2024 Public Works

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Changes
<b>Post-Monumented Subdivision, Condominium and Cemetery Plats</b>					
Filing Fee	Res 17-11	06/28/17	none	\$150.00	
Plat and Field Check Fee	Res 17-11	06/28/17	none	\$1,800.00	
Per lot / Building / Block Fee	Res 17-11	06/28/17	none	\$150.00	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 19-10	07/03/19	none	\$160.00	
Post-Monument Bond (Type 1 interior)	Res 15-14	06/24/15	none	\$150.00/pin	
Post-Monument Bond (Type 2 exterior)	Res 15-14	06/24/15	none	\$300.00/pin	
Affidavits Filing Fee	Res 17-11	06/28/17	none	\$35.00	
Large Format Prints	Res 15-14	06/24/15	none	\$10.00	

Notes for Survey Office Fees:

- 1) Plats in the City Of Salem are charged filing and recording fees only, collected by Clerk
- 2) Plats and Affidavits are subject to the Clerks recording fees in addition to the Survey Office fees.
- 3) Lot / Building / Block fees are charged as applicable.

## \* Access Culvert Fees

*If an access culvert needs to be replaced out of necessity created by the orderly execution of maintenance activities of Polk County Public Works, there will be no fee charged to the landowner.*

*If an access culvert installation is requested by a landowner to be installed by Polk County Public Works, then the fee will be based on the estimated total cost to Polk County Public Works for the cost of materials, equipment and labor.*

*If an access culvert installation is requested by a landowner to be installed by others, there will be a \$250 permit fee associated with the additional review and approval work necessary to ensure that the culvert is installed in accordance with Public Works requirements.*

## \*\* Special Event Fees

*The fee charged for special events will be as follows:*

- \$50 base fee plus \$7 per County Road intersection included in the special event route.
- All special events are subject to applicable sweeping costs (equipment rental rates).
- \$100 late fee for applications received sooner than 60 days before event date.

## Master Fee Schedule 2023-2024 Public Works

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Changes
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### \*\*\* Private Maintenance Fees

The fee charged for private maintenance agreements will be based on a calculation of actual costs, with a minimum rate of \$50. The actual cost will depend on the following parameters:

- Length of roadside included in private maintenance agreement,
- Average vegetation management cost
- Number of signs required to serve the privately maintained area

#### Guidance:

- Assume no cost of enforcement. If a PM holder is non-compliant, the agreement will be terminated.
- Maximum cost is \$600 per agreement
- Contiguous properties can be included in one agreement, including those that span a road.
- Multiple property owners can join a single PM agreement, but if one is non-compliant, the agreement is terminated.
- A lessee may apply for a PM agreement on ground that he/she is leasing, but the landowner's signature is required on the application to ensure they are included in the process.

### \*\*\*\* Cost Share Fees

The fee charged for cost shares will be credited to the payees cost share assessment upon successful acceptance of the project by the Board of Commissioners.

Master Fee Schedule 2023-2024 Sheriff

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	NEW CHARGE
<b>Concealed Weapon:</b>					
New (**\$15.00 to State Police, \$50.00 to County)	ORS 166.290 Res 23-09		none	\$115.00	New (**\$15.00 to State Police, \$100.00 to County)
Renewal	ORS 166.290	09/07/94	none	\$75.00	
Duplicate	ORS 166.290	09/23/98	\$15.00	\$15.00	
Transfer (**\$15 to State Police)	ORS 166.290	07/11/12		\$30.00**	
Change of address	ORS 166.290			\$15.00	
Copies of Audio / Video Cassettes	Res 14-08	07/02/14	none	\$25.00/cd/dvd	
Fingerprinting	Res 07-19	07/18/07	none	\$25.00	
Report Copying	Res 20-08	07/01/20	none	\$10.00 first 10 pages \$1.00 per pg after 10	
Evidence Photos (Digital) Copies	Res 14-08	07/02/14	none	\$25.00/cd/dvd	
Body Cam Footage	Res 20-08	07/01/20		\$50/ hour Min 2 Hr	
35mm Photo Copies	Res 11-10	07/30/03	none	Actual Cost + \$20.00 handling fee	
DNA Testing	ORS 419.476(1)(a)	06/29/11	\$25.00	Actual Cost	
<b>Civil Process:</b>					
Writ Garnishment	ORS 18.652	07/01/10	\$25.00	\$25.00	
Notice of Restitution - up to 2 people per address	ORS 21.300	12/13/17	none	<b>\$50.00</b>	
Notice of Restitution - more than 2 people/address	ORS 21.300	12/14/17	none	<b>\$28.00/person</b>	
Small Claims - up to 2 people per address	ORS 21.300	12/15/17	none	<b>\$50.00</b>	
Small Claims - more than 2 people per address	ORS 21.300	12/16/17	none	<b>\$28.00/person</b>	
Civil Subpoenas - up to 2 people per address	ORS 21.300	12/17/17	none	<b>\$50.00</b>	
Civil Subpoenas - more than 2 people per address	ORS 21.300	12/18/17	none	<b>\$28.00/person</b>	
Summons / Complaint - up to 2 people per address	ORS 21.300	12/19/17	none	<b>\$50.00</b>	
Summons / Complaint - more than 2 people per address	ORS 21.300	12/20/17	none	\$25.00/person	
Writ of Execution (real & personal) - enforcement	ORS 21.300	12/21/17	none	<b>\$89.00</b>	
Writ of Execution (real & personal) - service fees	ORS 21.300	12/22/17	none	<b>\$50.00</b>	
Writ of Execution (real & personal) - documents needing to be posted	ORS 21.300	12/23/17	none	<b>\$50.00</b>	
Copy Fees for Civil Documents	Res 03-18	07/30/03	none	\$10.00 minimum after 20 pages \$0.25/page	
Mailing Fees for Service of Writs	Res 03-18	07/30/03	none	Actual Cost + \$5.00 handling fee/case	
<b>Deputy Standby Fee</b>	ORS 21.300	07/01/10	none	\$55.00/hr/deputy	<b>Deputy Standby Fee - Minimum two Deputies</b>
Research Fee - per name or address	Res 07-19	07/18/07		\$10.00	
Sale Preparation	ORS 21.300	07/11/12		\$100.00	
Folios (Per 100 words or portion thereof)	ORS 21.300	07/11/12		<b>\$4.00</b>	

Master Fee Schedule 2023-2024 Sheriff

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	NEW CHARGE
Inventory (More than one hour)	ORS 21.300	07/11/12		\$55.00/hr or any portion thereof	
Advertisement or Publication	ORS 21.300	07/11/12		Actual Costs	
Sheriff's Keeper or Custodian of Property	ORS 21.300	07/02/14		Actual Costs + Storage Unit Insurance Costs	
Conducting Sale	ORS 21.300	07/11/12		\$11.00	
Sale Postponement	ORS 21.300	07/11/12		\$11.00	
Post Sale or Cancellation Administration	ORS 21.300	07/11/12		\$67.00	
Conveyance of Real Property Sold	ORS 21.300	12/13/17		<b>\$56.00</b>	
Issuance of Certificate of Redemption (ORS 18.960)	ORS 21.300	06/26/18		<b>\$56.00</b>	
Return, Affidavit and/or Conveyance Requiring Notary	ORS 21.300	07/01/16		<b>\$10.00</b>	
Mileage in excess of 75 miles round trip	ORS 21.300	06/26/18		\$45.00	
Disstraint Warrant	1989 Legis.	1989 Legis.	\$6.25	\$6.25	
Personal Property Foreclosure & Sale - Deposit for estimated actual fees (Fees not used will be returned)		06/26/18		\$400.00	
Real Property Foreclosure & Sale - Deposit for estimated actual fees (Fees not used will be returned)		06/26/18		\$900.00	<i>Real Property Foreclosure &amp; Sale Fee</i>
<b>Dog License:</b>					
Neutered - 1 year	Orn 88-28	07/18/07	none	\$15.00	
Neutered - 2 year	Res 07-19	07/18/07		\$25.00	
Neutered - 3 year	Res 07-19	07/18/07	none	\$35.00	
Non-neutered - 1 year	ORS 609.100	07/18/07	none	\$30.00	
Non-neutered - 2 years	Res 07-19	07/18/07		\$55.00	
Non-neutered - 3 years	ORS 609.100	07/18/07	none	\$80.00	
Tag Replacement	Res 07-19	07/18/07		\$4.00	
Late Fee Per dog - for voluntary licensing	Res 01-21	08/29/01	none	\$10.00	
Late Fee (if cited)	Res 01-21	08/29/01	none	\$50.00	
Impound fee	Res 15-14	06/24/15		Current rate as billed by Humane Society-- Currently \$114.00/dog/day	
Dog Boarding Fee	Res 07-19	07/18/07	none	\$20.00/day	

## Master Fee Schedule 2023-2024 Sheriff

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	NEW CHARGE
<b>False Alarm Fees</b>					
First alarm - letter of advisement	Res 05-21	07/20/05	none	no charge	
Second alarm - warning letter	Res 05-21	07/20/05	none	no charge	
Third alarm	Res 05-21	07/20/05	none	\$25.00	
Fourth alarm	Res 05-21	07/20/05	none	\$50.00	
Fifth alarm and thereafter	Res 05-21	07/20/05	none	\$100.00	
Towed vehicles -processing fee (driver driving w/o privileges, insurance, or under the influence)	ORS Chapters 203, 368, and 810 Res 20-08	07/01/20	costs incurred	\$100.00 Cash, money order, or credit card	
<b>SHERIFF - Deputy</b>					
Witness Fee - Civil Subpoena	ORS 44.415	06/26/18		\$30 per day + .25 per mile	
Witness Fee - Criminal Subpoena	ORS 44.415	06/26/18		\$5 per day + .08 per mile	
Telephone Expert (sworn)	ORS 44.554	06/26/18		\$80 per day	
Expert Witness (sworn)	ORS 44.554	06/26/18		\$160 per day	
<b>SHERIFF - County Jail</b>					
Inmate conviction reimbursement fee	ORS 169.151	09/08/99	\$60.00/DAY	up to \$60.00/day	

## **EMPLOYMENT AGREEMENT**

This Agreement, is between POLK COUNTY, a political subdivision of the State of Oregon, through its Board of Commissioners, and Josh James, hereafter referred to as "James".

WHEREAS, Polk County is desirous of engaging the services of James as the I. T. Director for the County, and James is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

### **Section 1. Employment**

In consideration of the salary payments and other benefits to James hereafter described, James agrees to act as the I.T. Director for Polk County, and to carry out to the best of his ability all the duties imposed on him by Polk County through its Board of Commissioners and contained in the I.T. Director's job description, attached hereto, subject to modifications by the Board after consultation with the I.T. Director; and such other duties as the County from time to time may require of him, to the reasonable satisfaction of the Board of Commissioners.

### **Section 2. Term of Agreement, Termination, Severance Pay**

(a) The term of this Agreement shall be for a period beginning at the time of signature through June 30, 2026. James is obligated to give 60 days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of James at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

(b) Should James's employment be terminated by the Board of Commissioners during the term of this agreement for any reason other than those enumerated in paragraph (c) of this section, James will be entitled to six (6) months of full salary as severance pay.

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

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

### **Section 3. Compensation**

James shall be compensated at a salary of **\$11,027** per month beginning July 1, 2023.

James shall receive the same (COLA) salary adjustment that other Non-represented employees of the County receive.

Upon successful completion of his annual performance evaluation (Above Average or higher), James is eligible for a salary increase of up to 2% (to be determined by the Administrative Officer) and based upon fiscal constraints.

#### **Section 4. Benefits Generally**

All provisions of the Polk County Personnel Rules relating to vacation, sick leave, holidays and other fringe benefits and working conditions as they now exist, or may hereafter be amended, shall apply to James as they would to any full-time unclassified employee, except as otherwise stated in this Agreement.

#### **Section 5. Expenses**

In addition to salary, Polk County shall pay James \$300 per month for expenses. In return, James shall not apply to Polk County for mileage reimbursement or meal reimbursement. Lodging and travel-related expenses shall be reimbursed at cost by the County.

#### **Section 6. Administrative Leave**

Polk County agrees to five (5) additional days of administrative leave to be used each fiscal year. Administrative leave days shall not carry over from one fiscal year to another.

#### **Section 7. Vacation**

Polk County shall pay James, at the end of the calendar year, for all accrued vacation hours in excess of 200 hours. Payment for those hours shall be on the established hourly rate and shall be paid in cash. At no time, shall payment of those hours exceed 80 additional hours. Hours in excess of 80 hours shall be eliminated from James's use.

James shall be allowed access to the vacation buyout clause that other non-represented employees and AFSCME employees receive.

#### **Section 8. Consulting**

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

#### **Section 9. Waiver or Modification**

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

#### **Section 10. Disputes**

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

### Section 11. Severability

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

### Section 12. Governing Law

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 14 day of July, 2023.

### POLK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Jeremy Gordon, Chair

\_\_\_\_\_  
Craig Pope

\_\_\_\_\_  
Lyle Mordhorst

  
\_\_\_\_\_  
Josh James

Approved as to form:

  
\_\_\_\_\_  
County Counsel



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: July 19, 2023  
Contractor Name: Jessica Helms  
Address: 21315 Savage Road  
City, State, Zip: Sheridan, OR 97378  
Effective Dates - From: July 01, 2023 Through: June 30, 2024  
Contract Amount: Varies

## Background:

Jessica Helms has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

## Discussion:

This contract is a continuation of services Jessica Helms has been providing Polk County individuals in the past fiscal year. Jessica Helms meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2023-2024 Behavioral Health budget was prepared in anticipation of this agreement.

## Recommendation:

It is recommended that Polk County sign this agreement with Jessica Helms.

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

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us  
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>	06/26/23
<b>CONTRACTOR</b>	JESSICA HELMS 21315 SAVAGE ROAD SHERIDAN, OR 97378 SSN/ID#: ON FILE
<b>CONTACT PERSON:</b>	JESSICA HELMS
<b>SERVICES PROVIDED:</b>	To provide Qualified Mental Health Professional services as outlined in Exhibit B.
<b>EFFECTIVE DATES:</b>	FROM JULY 01, 2023 THROUGH JUNE 30, 2024
<b>BUDGET LINE #:</b>	240-8540-540-M25
<b>DOLLAR AMOUNT:</b>	VARIES
<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  
BEHAVIORAL HEALTH  
182 SW ACADEMY STREET  
DALLAS, OR 97338  
ID#: 93-6002310**

a political subdivision of the State of Oregon, hereinafter referred to as "County" and

**JESSICA HELMS  
21315 SAVAGE ROAD  
SHERIDAN, OR 97378  
SSN/ID#: ON FILE**

hereinafter referred to as "Contractor"; and,

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

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

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

### **SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR**

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

## SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2023, and ending June 30, 2024, payment shall be retroactive for approved services provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.
- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s) 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 HS Fiscal either electronically to [hs.fiscal@co.polk.or.us](mailto:hs.fiscal@co.polk.or.us) or by mail to Polk County Health Services Business Services Department, 182 SW Academy Street Suite 204, Dallas, Oregon 97338. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
  - i. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - ii. 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 .
  - iii. 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.

- F. 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**

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.
- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Contractor-client Relationship: The Contractor will establish a system through which a client and/or the client's parents or guardian may represent grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's service, the Contractor will advise the child and parents or guardian of the provision. The Contractor shall notify the County of all unresolved grievances.
- F. Safeguarding of Client Information:
- i. 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.

- ii. 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.
- G. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- H. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
- i. 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.
  - ii. 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.
  - iii. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- I. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- J. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made

under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

K. Insurance:

- i. 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.
- ii. 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.
- iii. 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.
- iv. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.

- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may

authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

- M. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.
- N. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
- O. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- P. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by both parties 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:
  - a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
  - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
  - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
- vi. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to

the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.

- Q. Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.
- R. Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".
- S. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- U. Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, religion, sex, sexual orientation, national origin, marital status or age, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- V. Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.

- W. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- X. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- Y. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by 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**

- A. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:
1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract.
  2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivisions thereof, on account of any labor or material furnished.
  4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the

proper officer or officers representing Polk County may pay such claim to the person furnishing the labor or services and charge the amount of payment against funds due or to become due the Contractor by reason of this contract. Payment of a claim in this manner shall not relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.

- C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving overtime.
- D. Payment for Medical Care: Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.
- E. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.
- F. Health Care Benefits for Employees: The Contractor shall provide health care benefits to all employees who are performing services previously performed by public employees if the conditions specified in ORS 653.767 require such payment. Benefits must equal or exceed those benefits specified in ORS 279.315(3). This clause does not apply to contracts for temporary, non-ongoing or nonrecurring contracts.
- G. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

## SIGNATURE PAGE

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

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

### CONTRACTOR



Signature

Date

Title:

### COUNTY

Chair

Date

Board of Commissioners

APPROVED AS TO FORM

Morgan Smith

Date

County Counsel

**EXHIBIT A:**  
**BUSINESS ASSOCIATE AGREEMENT**  
**Between**  
**POLK COUNTY and JESSICA HELMS**

1. DEFINITIONS:

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

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

- A. CONTRACTOR agrees to not use or disclose *Protected Health Information* other than as permitted or required by this BA Agreement or as permitted or required by law.
- B. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BA Agreement.
- C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this BA Agreement.
- D. CONTRACTOR agrees to report to the COUNTY any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.
- E. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, CONTRACTOR on behalf of the COUNTY agrees to the same restrictions and conditions that apply through this BA Agreement to CONTRACTOR with respect to such information.

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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.

- F. In the event that it is found to be applicable, CONTRACTOR agrees to provide access, at the request of the COUNTY, and in the time and manner necessary for reasonable compliance, to Protected Health Information in a *Designated Record Set* to the COUNTY or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.
  - G. In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.
  - 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.A 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 July 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 III (P) 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 III 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 III 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:**  
**STATEMENT OF WORK**

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

**1. STATEMENT OF SERVICES**

- A. Contractor agrees to work within scope, training and experience as a Qualified Mental Health Professional, to provide services, support and training that meets the needs of both Contractor and County as evidenced by the Service Authorization and Activity form.
- B. Contractor shall perform all services deemed necessary in their professional opinion based upon their training, education and expertise as evidenced in the application materials and other professional endorsements, notwithstanding any limitations set forth in this agreement.
- C. Contractor shall only use methods or techniques in which the Contractor has documented training, education and expertise. Contractor will ensure services provided are within rules and guidelines of Oregon Health Authority, Health Services Division: Behavioral Health Services, Chapter 309-019.

**2. GENERAL INFORMATION**

- A. Contractors must provide primary source verification of credentials. No work will be assigned to Contractors who render direct service to clients or patients until credentials have been validated for Medicaid claims.
- B. Annual requirements mandate that the Contractor will submit a conflict of Interest Statement. Contractor queries 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.
- C. Contractor agrees to report cases of suspected Medicaid, Medicare fraud, waste, or abuse to the PCBH Compliance Officer at 503-623-9289. If there is reason to believe that PCBH cannot respond appropriately to a suspected case of fraud, waste, or abuse, or if the case involves PCBH, then Contractor agrees to make a report to Ethicspoint at 888-265-4068.

- D. County may conduct performance reviews annually to assess Contractor's performance as it relates to the services required under this contract.
- E. Absences:
  - i. Contractor shall notify the County at least five (5) business days in advance for all anticipated extended absences (i.e. vacations, professional meetings, etc.).
  - ii. Contractor shall notify the County of unplanned absences (ie: illness or other unforeseen events) at least one hour prior to expected work time.
- F. Contractor agrees to provide 10 business day notice of changes to their clinic schedule availability.
- G. All client records are considered the property of the County and shall not be retained by the Contractor. Contractor shall have all service notes and documentation completed within three business days of service encounter. Contractor shall maintain client/patient records and documentation within CMS guidelines.
- H. Contractor may elect to use the electronic health record system supported by the County. Contractor shall provide County with a Certificate of Electronic Health Record Technology (CEHRT) when Contractor elects to use a system that is not supported by the County or Oregon Health Authority.
- I. Documents that are required for billing shall be submitted three days after the close of business on the last weekday of each month. Documentation found to be out of compliance with County and/or State guidelines shall be corrected within ten (10) business days.
- J. Billable service notes shall meet documentation standards in accordance with OAR 309-019-0135 through 309-019-0145.
- K. Contractor is required to receive clinical supervision in accordance with OAR 309-019-0130 and may be required to provide documentation of supervision received, if obtained by a Clinical Supervisor Outside of County. Failure to do so may lead to contract termination.

### **3. AUTHORIZED SERVICES**

- A. County will only pay for service and activities that have been pre authorized and agreed upon in writing by both parties on a Service and Activity Authorization Form.

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

- A. County shall reimburse the Contractor at the rate of \$5.00 per hour for Call Service Hours availability as outlined in the Service Activity Authorization form with Call Service Hours paid to the nearest quarter hour upon receipt of an invoice.
- B. If the Contractor fails to respond in a timely manner while scheduled for Call Service Hours and a back-up must be called to respond, the Contractor will forfeit the Call Service Hours fee for that day. The only exception to this rule will be if the Contractor is currently handling another Polk County crisis. If non-responsiveness becomes a consistent pattern or problem it could result in immediate termination of this contract.
- C. County shall reimburse the Contractor at the rate of \$60.00 per hour for Billable Services as outlined in the Service Activity Authorization form, as well as travel time portal to portal, with services paid on a per occurrence basis to the nearest quarter hour.
- D. Contractor shall receive \$80.00 per hour for Billable Services on County observed holidays, including travel time portal to portal, with services paid on a per occurrence basis to the nearest quarter hour.
- E. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: July 19, 2023  
Contractor Name: Karri Manning, LLC  
Address: 4922 49th Avenue NE  
City, State, Zip: Salem, OR 97305  
Effective Dates - From: July 01, 2023 Through: June 30, 2024  
Contract Amount: Varies

## Background:

Karri Manning, LLC, has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

## Discussion:

This contract is a continuation of services Karri Manning has been providing Polk County individuals in the past fiscal years. Karri Manning meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2023-2024 Behavioral Health budget was prepared in anticipation of this agreement.

## Recommendation:

It is recommended that Polk County sign this agreement with Karri Manning, LLC.

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

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us  
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>	07/05/23
<b>CONTRACTOR</b>	KARRI MANNING, LLC 4922 49TH AVENUE NE SALEM, OR 97305 SSN/ID#: ON FILE
<b>CONTACT PERSON:</b>	KARRI MANNING
<b>SERVICES PROVIDED:</b>	To provide Behavioral Health Clinical services as outlined in Exhibit B.
<b>EFFECTIVE DATES:</b>	FROM JULY 01, 2023 THROUGH JUNE 30, 2024
<b>BUDGET LINE #:</b>	240-8540-540-M20
<b>DOLLAR AMOUNT:</b>	VARIES
<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  
BEHAVIORAL HEALTH  
182 SW ACADEMY STREET  
DALLAS, OR 97338  
ID#: 93-6002310**

a political subdivision of the State of Oregon, hereinafter referred to as "County" and

**KARRI MANNING, LLC  
4922 49TH AVENUE NE  
SALEM, OR 97305  
SSN/ID#: ON FILE**

hereinafter referred to as "Contractor"; and,

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

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

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

### **SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR**

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

## SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2023, and ending June 30, 2024, payment shall be retroactive for approved services provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.
- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s) 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 HS Fiscal either electronically to [hs.fiscal@co.polk.or.us](mailto:hs.fiscal@co.polk.or.us) or by mail to Polk County Health Services Business Services Department, 182 SW Academy Street Suite 204, Dallas, Oregon 97338. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
  - i. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - ii. 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 .
  - iii. 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.

- F. 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**

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.
- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Contractor-client Relationship: The Contractor will establish a system through which a client and/or the client's parents or guardian may represent grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's service, the Contractor will advise the child and parents or guardian of the provision. The Contractor shall notify the County of all unresolved grievances.
- F. Safeguarding of Client Information:
- i. 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.

- ii. 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.
- G. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- H. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
- i. 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.
  - ii. 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.
  - iii. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- I. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- J. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made

under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

K. Insurance:

- i. 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.
  - ii. 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.
  - iii. 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.
  - iv. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.
- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may

authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

- M. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.
- N. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
- O. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- P. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by both parties 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:
  - a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
  - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
  - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
- vi. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to

the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.

- Q. Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.
- R. Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".
- S. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- U. Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, religion, sex, sexual orientation, national origin, marital status or age, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- V. Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.

- W. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- X. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- Y. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by 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**

- A. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:
1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract.
  2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivisions thereof, on account of any labor or material furnished.
  4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the

proper officer or officers representing Polk County may pay such claim to the person furnishing the labor or services and charge the amount of payment against funds due or to become due the Contractor by reason of this contract. Payment of a claim in this manner shall not relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.

- C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving overtime.
- D. Payment for Medical Care: Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.
- E. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.
- F. Health Care Benefits for Employees: The Contractor shall provide health care benefits to all employees who are performing services previously performed by public employees if the conditions specified in ORS 653.767 require such payment. Benefits must equal or exceed those benefits specified in ORS 279.315(3). This clause does not apply to contracts for temporary, non-ongoing or nonrecurring contracts.
- G. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

## SIGNATURE PAGE

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

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

### CONTRACTOR

Karl M. Smith, CPC 7-12-23  
Signature Date  
Title:

### COUNTY

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

### APPROVED AS TO FORM

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

**EXHIBIT A:**  
**BUSINESS ASSOCIATE AGREEMENT**  
**Between**  
**POLK COUNTY and KARRI MANNING, LLC**

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 KARRI MANNING, LLC, 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.

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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.

- F. In the event that it is found to be applicable, CONTRACTOR agrees to provide access, at the request of the COUNTY, and in the time and manner necessary for reasonable compliance, to Protected Health Information in a *Designated Record Set* to the COUNTY or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.
  - G. In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.
  - 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.A 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 July 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 III (P) 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 III 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 III 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:**  
**STATEMENT OF WORK**

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

**1. STATEMENT OF SERVICES**

- A. Contractor agrees to work within scope, training and experience as a Licensed Professional Counselor, to provide services, support and training that meets the needs of both Contractor and County as evidenced by the Service Authorization and Activity form.
- B. Contractor shall perform all services deemed necessary in their professional opinion based upon their training, education and expertise as evidenced in the application materials and other professional endorsements, notwithstanding any limitations set forth in this agreement.
- C. Contractor shall only use methods or techniques in which the Contractor has documented training, education and expertise. Contractor will ensure services provided are within rules and guidelines of Oregon Health Authority, Health Services Division: Behavioral Health Services, Chapter 309-019.

**2. GENERAL INFORMATION**

- A. Contractors must provide primary source verification of credentials. No work will be assigned to Contractors who render direct service to clients or patients until credentials have been validated for Medicaid claims.
- B. Annual requirements mandate that the Contractor will submit a conflict of Interest Statement. Contractor queries 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 the 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.
- C. Contractor agrees to report cases of suspected Medicaid, Medicare fraud, waste, or abuse to the Polk County Behavioral Health (PCBH) Compliance Officer at 503-623-9289. If there is reason to believe that PCBH cannot respond appropriately to a suspected case of fraud, waste, or abuse, or if the case involves PCBH, then Contractor agrees to make a report to Ethicspoint at 888-265-4068.

- D. County may conduct performance reviews annually to assess Contractor's performance as it relates to the services required under this contract.
- E. Absences:
  - i. Contractor shall notify the County at least five (5) business days in advance for all anticipated extended absences (i.e. vacations, professional meetings, etc.).
  - ii. Contractor shall notify the County of unplanned absences (ie: illness or other unforeseen events) at least one hour prior to expected work time.
- F. Contractor agrees to provide 10 business day notice of changes to their clinic schedule availability.
- G. All client records are considered the property of the County and shall not be retained by the Contractor. Contractor shall have all service notes and documentation completed within three business days of service encounter. Contractor shall maintain client/patient records and documentation within CMS guidelines.
- H. Contractor may elect to use the electronic health record system supported by the County. Contractor shall provide County with a Certificate of Electronic Health Record Technology (CEHRT) when Contractor elects to use a system that is not supported by the County or Oregon Health Authority.
- I. Documents that are required for billing shall be submitted three days after the close of business on the last weekday of each month. Documentation found to be out of compliance with County and/or State guidelines shall be corrected within ten (10) business days.
- J. Billable service notes shall meet documentation standards in accordance with OAR 309-019-0135 through 309-019-0145.
- K. Contractor is required to receive two hours of clinical supervision quarterly, which shall include at least one hour of individual face-to-face contact either in person or via two-way audio visual conferencing from a qualified clinical supervisor. Contractor will be required to provide documentation of supervision received, if obtained by a Clinical Supervisor Outside of County. Failure to do so may lead to contract termination.

### **3. AUTHORIZED SERVICES**

- A. County will only pay for service and activities that have been pre authorized and agreed upon in writing by both parties on a Service and Activity Authorization Form.

- B. County will authorize services based on Level of Care as outlined in the Individual Service Plan. All services submitted for payment must be supported by the Individual Service Plan and verified by County to be compliant with applicable regulations.

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

- A. County shall reimburse the Contractor at the rate of \$135.00 per hour for client direct Billable Services and \$90 per hour for Clinic Hour Service availability as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- B. Contractor will be reimbursed at \$135.00 per hour for Other Service Activity as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour.
- C. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: July 19, 2023  
Contractor Name: Iris Telehealth Medical Group, PA  
Address: 114 W. 7th Street, Suite 700  
City, State, Zip: Austin, TX 78701  
Effective Dates - From: July 01, 2023 Through: June 30, 2024  
Contract Amount: Varies

## Background:

Iris Telehealth Medical Group, PA has agreed to provide psychiatric medication management services to referred Polk County Behavioral Health individuals.

## Discussion:

This contract is a continuation of services Iris Telehealth has been providing Polk County individuals in the past fiscal year. Iris Telehealth meets the criteria for a service provider and those employed under Iris Telehealth have been cleared to do work with us through a criminal history records review.

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2023-2024 Behavioral Health budget was prepared in anticipation of this agreement.

## Recommendation:

It is recommended that Polk County sign this agreement with Iris Telehealth Medical Group, PA.

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

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us  
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>	06/28/23
<b>CONTRACTOR</b>	IRIS TELEHEALTH MEDICAL GROUP, PA 114 W/ 7TH STREET, SUITE 700 AUSTIN, TX 78701 ID#: 47-1062467
<b>CONTACT PERSON:</b>	MARIE MITCHELL
<b>SERVICES PROVIDED:</b>	To provide telepsychiatry services as outlined in Exhibit B.
<b>EFFECTIVE DATES:</b>	FROM JULY 01, 2023 THROUGH JUNE 30, 2024
<b>BUDGET LINE #:</b>	240-8540-540-M83
<b>DOLLAR AMOUNT:</b>	VARIES
<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  
DIVISION HEALTH  
182 SW ACADEMY STREET  
DALLAS, OR 97338  
ID#: 93-6002310**

a political subdivision of the State of Oregon, hereinafter referred to as "County" and

**IRIS TELEHEALTH MEDICAL GROUP, PA  
114 W/ 7TH STREET, SUITE 700  
AUSTIN, TX 78701  
ID#: 47-1062467**

hereinafter referred to as "Contractor"; and,

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

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

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

### **SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR**

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

## SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2023, and ending June 30, 2024, payment shall be retroactive for approved services provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.
- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s) 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 HS Fiscal either electronically to [hs.fiscal@co.polk.or.us](mailto:hs.fiscal@co.polk.or.us) or by mail to Polk County Health Services Business Services Department, 182 SW Academy Street Suite 204, Dallas, Oregon 97338. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
  - i. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - ii. 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 .
  - iii. 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.

- F. 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**

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.
- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Contractor-client Relationship: The Contractor will establish a system through which a client and/or the client's parents or guardian may represent grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's service, the Contractor will advise the child and parents or guardian of the provision. The Contractor shall notify the County of all unresolved grievances.
- F. Safeguarding of Client Information:
- i. 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.

- ii. 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.
- G. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- H. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
- i. 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.
  - ii. 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.
  - iii. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- I. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- J. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made

under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

K. Insurance:

- i. 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.
  - ii. 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.
  - iii. 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.
  - iv. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.
- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may

authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

- M. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.
- N. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
- O. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- P. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by both parties 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:
  - a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
  - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
  - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
- vi. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to

the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.

- Q. Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.
- R. Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".
- S. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- U. Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, religion, sex, sexual orientation, national origin, marital status or age, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- V. Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.

- W. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- X. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- Y. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by 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**

- A. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:
- i. 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.
  - ii. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - iii. 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.
  - iv. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the

proper officer or officers representing Polk County may pay such claim to the person furnishing the labor or services and charge the amount of payment against funds due or to become due the Contractor by reason of this contract. Payment of a claim in this manner shall not relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.

- C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving overtime.
- D. Payment for Medical Care: Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.
- E. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.
- F. Health Care Benefits for Employees: The Contractor shall provide health care benefits to all employees who are performing services previously performed by public employees if the conditions specified in ORS 653.767 require such payment. Benefits must equal or exceed those benefits specified in ORS 279.315(3). This clause does not apply to contracts for temporary, non-ongoing or nonrecurring contracts.
- G. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

## SIGNATURE PAGE

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

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

### CONTRACTOR

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Full Name: Thomas Milam, MD  
Title: Chief Medical Officer

### COUNTY

---

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

APPROVED AS TO FORM

---

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

**EXHIBIT A:**  
**BUSINESS ASSOCIATE AGREEMENT**  
**Between**  
**POLK COUNTY and IRIS TELEHEALTH MEDICAL GROUP, PA**

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 IRIS TELEHEALTH MEDICAL GROUP, PA shall be referred to as “CONTRACTOR”.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

- A. CONTRACTOR agrees to not use or disclose *Protected Health Information* other than as permitted or required by this BA Agreement or as permitted or required by law.
- B. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BA Agreement.
- C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this BA Agreement.
- D. CONTRACTOR agrees to report to the COUNTY any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.
- E. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, CONTRACTOR on behalf of the COUNTY agrees to the same restrictions and conditions that apply through this BA Agreement to CONTRACTOR with respect to such information.
- F. In the event that it is found to be applicable, CONTRACTOR agrees to provide access, at the request of the COUNTY, and in the time and manner necessary for reasonable compliance, to Protected Health Information in a *Designated Record Set* to the COUNTY

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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.

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.A 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 July 1, 2023, and shall terminate when all of the Protected Health Information provided by the COUNTY to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COUNTY, is destroyed or returned to the COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
    - i. Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section III (P) 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 III 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 III 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:  
STATEMENT OF WORK**

Iris Telehealth agrees to provide tele-psychiatric treatment for persons identified and scheduled by Polk County Behavioral Health (PCBH). Client scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known clients, and ninety (90) minute sessions for new PCBH clients and psychiatric evaluations. Tele-psychiatric treatment will be performed by a licensed Psychiatrist or Psychiatric Mental Health Nurse Practitioner, herein referred to as Prescriber. Prescribers shall provide required documentation of services in the Polk County Behavioral Health EHR system. Documentation shall be completed, signed, and submitted within 3 business days of service encounter.

Iris Telehealth will bill PCBH for services for a nurse practitioner, according to actual hours worked per week based on a mutually agreed upon schedule. PCBH will not be responsible for PTO, vacations, or other such non-billable hours. The Contractor will be paid for services provided by an advanced practice Nurse Practitioner depending on credentials per the rate table below:

Service	Rate*
Adult MD	\$206 - \$238
Child MD	\$235 - \$270
Nurse Practitioner	\$140 - \$170
LCSW - Adult	\$70 - \$77
LCSW - Child/Family	\$78 - \$87

The specific rate for each practitioner will be within the ranges above depending on the qualifications and duties intended for each practitioner and shall be communicated to the PCBH prior to the practitioner beginning work under this agreement.

\*For a multi-lingual clinician and/or for “specialty providers”, an additional charge of \$10.00 per hour will be added to the rate. For supervision, an additional charge of \$10-\$20 per hour will be added to the rate.

The Contractor will not revise a given Prescriber's rate during their first year of services to the County. Thereafter, any recurring charges for said Prescriber are subject to a 3.2% increase annually.

Prescriber	Start Date	Weekly Hours	Billable rate effective on Jul 1, 2021 or upon start of services for new clinician
Dale LaChance	6/4/21	40	\$140 per hour
Cheryl Ann Hess	11/1/21	32	\$135 per hour
Chad Sawyer	4/7/16	28	\$141 per hour

The Contractor will submit a monthly invoice specifying the dates and hours when services were rendered. Any additional compensation would be made by a mutual agreement between PCBH and the Contractor.

With an understanding that continuity of care for PCBH clients and the Iris Telehealth Prescribers under this agreement, it is essential that Iris telehealth requires all Prescribers to provide a minimum of ninety (90) days notice to PCBH prior to leaving Iris Telehealth as a provider. Similarly, if an Iris Telehealth Prescriber elects to reduce their hours and/or their workload such that PCBH clients will need to transition to new providers, the Prescriber shall also provide ninety (90) days notice prior to that reduction. This allows PCBH to transition clients to new providers.

Conversely, PCBH will not terminate or reduce hours of an Iris Telehealth Prescriber without 90 days prior notice to Iris and the provider. Notwithstanding this notice requirement, no such notice shall be required in the event the provider has engaged in gross misconduct. Determinations of gross misconduct shall be in the sole discretion of PCBH.

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

9 In the Matter of the Declaring the )  
10 Necessity of Acquiring Property for the )  
11 Black Rock Road Improvement Project )  
12

13  
14 **RESOLUTION NO. 23-10**  
15

16 **WHEREAS**, pursuant to ORS § 35.610, a declaration of necessity is required for the  
17 acquisition of property to accommodate road improvement projects; and  
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19 **WHEREAS**, Black Rock Road is part of the County road system in Polk County, Oregon  
20

21 **WHEREAS**, Black Rock Road is the subject of a gravel to asphalt conversion project to  
22 provide improved transportation and safety for the general public and federal agencies and the  
23 designed improvements for Black Rock Road require the acquisition of additional right-of-way;  
24 and  
25

26 **WHEREAS**, Mitchell Street is part of the Falls City Street system in Polk County,  
27 Oregon  
28

29 **WHEREAS**, Mitchell Street is the subject of a gravel to asphalt conversion project to  
30 provide improved transportation and safety for the general public and federal agencies and the  
31 designed improvements for Mitchell Street require the acquisition of additional right-of-way; and  
32

33 **WHEREAS**, the additional right-of-way necessary for the designed improvements to  
34 Black Rock Road and Mitchell Street are attached and incorporated in this resolution as Exhibit  
35 A, and  
36

37 **WHEREAS**, the additional right-of-way described in Exhibit A for the designed  
38 improvements to Black Rock Road and Mitchell Street are necessary to benefit the travelling  
39 public and is the minimum necessary for the completion of the project;  
40

41 **NOW, THEREFORE, BE IT RESOLVED** by the Polk County Board of  
42 Commissioners:  
43

- 44 1. Pursuant to ORS §§ 35.235 and 35.610, the additional acquisition of the properties  
45 described in Exhibit A is necessary for the designed improvements to Black Rock  
46 Road and Mitchell Street, which are necessary for the benefit of the travelling public  
47 upon the public road and the minimum necessary for the completion of the project.  
48 2. As necessary to acquire the above, the County has secured the services of a licensed  
49 property acquisition agent, who is authorized to engage in property transaction  
50 negotiations on behalf of the County, with all transactions subject to final approval  
51 by the County.  
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1     **Dated** this 19<sup>th</sup> day of July, 2023.

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**POLK COUNTY BOARD OF COMMISSIONERS**

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Jeremy Gordon, Chair

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Lyle Mordhorst, Commissioner

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Craig Pope, Commissioner

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Approved as to Form:

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Morgan Smith  
County Counsel

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## **Exhibit "A"**

### **Parcel 003-01**

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Joe H and Darlene M Bowling, recorded in Polk County as Document number 2002-012241, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point, a distance of 29.32 feet left of Engineer's centerline Station 29+65.75 and being N 62°32'46" W, a distance of 1,471.14 feet, from the South Quarter Corner of Section 17; Said calculated point lying at the intersection of the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, and the western property line of the property owned by Joe H and Darlene M Bowling, Document number 2002-012241 and being the True Point of Beginning;

Thence, along said western property line, N 02°13'09" E, a distance of 14.64 feet, to a calculated point 40.00 feet left of Engineer's centerline Station 29+75.05;

Thence, leaving said western property, 94.05 feet, along a circular curve to the right, having a radius of 1,040.00 feet, (Long Chord: N 51°54'18" E, 94.01') to a calculated point 40.00 feet left of Engineer's centerline Point of Compound Curvature 30+65.86;

Thence, 318.36 feet, along a circular curve to the right, having a radius of 235.00 feet, (Long Chord: S 86°41'42" E, 294.56') to a calculated point 40.00 feet left of Engineer's centerline Station 33+30.02;

Thence, S 47°53'09" E, a distance of 114.37 feet, to a calculated point 50.00 feet left of Engineer's centerline Station 34+40.00;

Thence, S 35°58'13" E, a distance of 135.83 feet, to a calculated point 35.00 feet left of Engineer's centerline Station 35+75.00;

Thence, S 42°18'38" E, a distance of 169.29 feet, to a calculated point 35.00 feet left of Engineer's centerline Station 37+44.29 and lying on the eastern property line of the said property owned by Joe H and Darlene M Bowling;

Thence, along said eastern property line, S 22°22'21" W, a distance of 9.15 feet, to a calculated point 26.73 feet left of Engineer's centerline Station 37+48.20; Said Point lying on the said northern right of way boundary of Black Rock Road;

Thence, along said northern right of way boundary of Black Rock Road the following four courses:

## **Exhibit "A"**

1. N 42°05'47" W, a distance of 306.78 feet, to a calculated point 27.88 feet left of Engineer's centerline Station 34+41.42;
2. N 46°10'34" W, a distance of 98.33 feet, to a calculated point 21.33 feet left of Engineer's centerline Station 33+43.87;
3. 355.70 feet, along a circular curve to the left, having a radius of 235.00 feet, (Long Chord: N 89°32'19" W, 322.71') to a calculated point 26.88 feet left of Engineer's centerline Station 30+19.94;
4. S 47°05'56" W, a distance of 27.69 feet, to a calculated point 24.95 feet left of Engineer's centerline Station 29+93.02;

Thence, continuing along said northern right of way boundary of Black Rock Road, S 58°24'32" W, a distance of 28.35 feet, to a calculated point 29.32 feet left of Engineer's centerline Station 29+65.75 and lying at the True Point of Beginning.

Parcel 003-01 contains an area of 12,719 square feet or 0.29 acres (Int.) more or less.

MITCHELL STREET / BLACK ROCK ROAD - PARCEL 003: BOWLING EXISTING ROW ELEMENTS						
ID	TYPE	RADIUS	URNS	LINE OR CHORD BEARING      LENGTH		CURVE LENGTH
01	Line	N/A	N/A	N42°05'47"W	306.78'	N/A
02	Line	N/A	N/A	N46°10'34"W	98.33'	N/A
03	Curve	235.00'	Lt	N89°32'19"W	322.71'	355.70
04	Line	N/A	N/A	S47°05'56"W	27.69'	N/A
05	Line	N/A	N/A	S58°24'32"W	28.35'	N/A

OR\_POLK\_2016(1), Mitchell Street  
and Black Rock Road Reconstruction

Surveyed by:  
FEDERAL HIGHWAY ADMINISTRATION  
610 East 5th Street  
Vancouver, WA 98661  
Date: November, 2018

Drawing by:  
USDOT/FHWA/WFLHD  
Date: August, 2021

NO SCALE

Survey Performed with:

BASIS OF BEARINGS &  
COORDINATES:

Oregon North SPCS NAD3 (2011)

Orthometric elevations based on the  
NAVD88 GEOID12b

Units: International Feet

POLK COUNTY, OREGON  
RIGHT-OF-WAY  
Description of Land:  
Parcel 003, Bowling, Joe H  
PO Box 84  
Falls City, OR 97344

T.08S. R.06W., Willamette Meridian  
Section 17: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Right-of-Way in Acres

Total ROW this Exhibit: 0.76

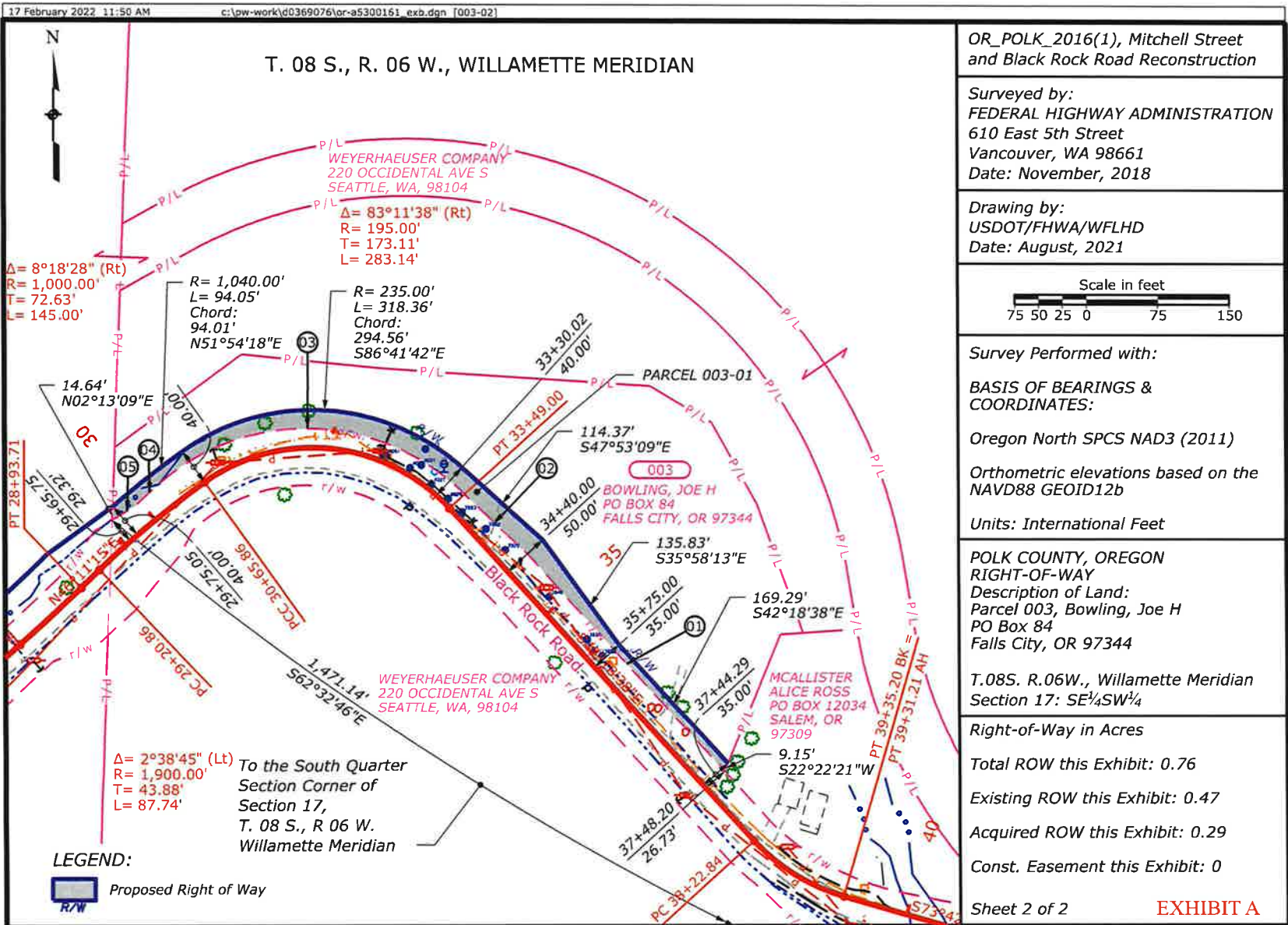
Existing ROW this Exhibit: 0.47

Acquired ROW this Exhibit: 0.29

Const. Easement this Exhibit: 0

Sheet 2 of 2

**EXHIBIT A**



## **Exhibit "A"**

### **Parcel 008-01**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Allen L. Fulmer, recorded in Polk County as Deed Volume 215-637, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 12.35 feet right of Engineer's centerline Station 57+03.47 and being N 81°47'04" E, a distance of 1,193.04 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian; Said point lying at the intersection of the southern right of way boundary of Mitchell Street and the western property line of the property owned by Allen L. Fulmer and being the True Point of Beginning;

Thence, along said western property line, S 06°18'40" W, a distance of 25.68 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 57+02.26;

Thence, leaving said western property line, S 86°22'50" E, a distance of 224.11 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 59+26.37;

Thence, S 66°14'39" E, a distance of 63.91 feet, to a calculated point 60.00 feet right of Engineer's centerline Station 59+86.37;

Thence, N 53°48'50" E, a distance of 20.64 feet, to a calculated point 46.79 feet right of Engineer's centerline Station 60+02.23 and lying on the western right of way boundary of 9th Street;

Thence, along said western right of way of 9th Street, N 06°18'53" E, a distance of 20.37 feet, to a calculated point 26.44 feet right of Engineer's centerline Station 60+03.18; Said point lying on said southern right of way boundary of Mitchell Street;

Thence, along the southern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 300.05 feet, to a calculated point 12.35 feet right of Engineer's centerline Station 57+03.47 and lying at the True Point of Beginning;

Parcel 008-01 contains an area of 6,494 square feet or 0.15 acres (Int.) more or less.

## **Exhibit "A"**

### **Temporary Construction Easement 008-01b**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Allen L. Fulmer, recorded in Polk County as Deed Volume 215-637, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 12.35 feet right of Engineer's centerline Station 57+03.47 and being N 81°47'04" E, a distance of 1,193.04 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian; Said point lying at the intersection of the southern right of way boundary of Mitchell Street and the western property line of the property owned by Allen L. Fulmer;

Thence, along said western property line, S 06°18'40" W, a distance of 25.68 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 57+02.26;

Thence, leaving said western property line, S 86°22'50" E, a distance of 224.11 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 59+26.37 and being the True Point of Beginning;

Thence, S 48°43'59" E, a distance of 44.20 feet, to a calculated point 65.00 feet right of Engineer's centerline Station 59+61.37;

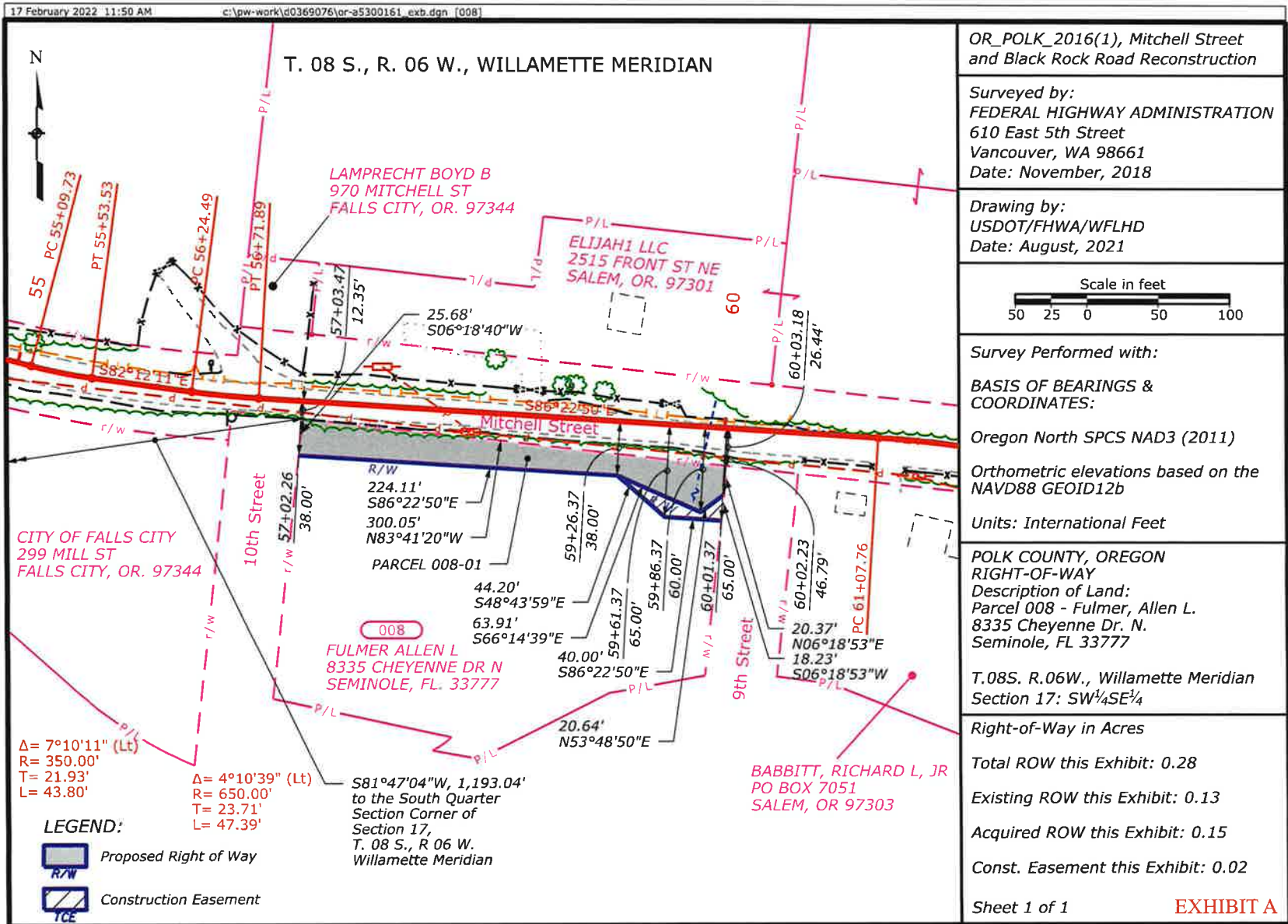
Thence, S 86°22'50" E, a distance of 40.00 feet, to a calculated point 65.00 feet right of Engineer's centerline Station 60+01.37 and lying on the western right of way boundary of 9th Street;

Thence, along said western right of way of 9th Street, N 06°18'53" E, a distance of 18.23 feet, to a calculated point 46.79 feet right of Engineer's centerline Station 60+02.23;

Thence, leaving said western right of way of 9th Street, S 53°48'50" W, a distance of 20.64 feet, to a calculated point 60.00 feet right of Engineer's centerline Station 59+86.37;

Thence, N 66°14'39" W, a distance of 63.91 feet, to a calculated point 38.00 feet right of Engineer's centerline Station 59+26.37 and being said True Point of Beginning;

Temporary Construction Easement 008-01b contains an area of 664 square feet or 0.02 acres (Int.) more or less.



## **Exhibit "A"**

### **Parcel 005-01**

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Bob and Pam Young, recorded in Polk County as Document number 1993-000536; Said dedication being a strip of land along the southern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point at the intersection of the southern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, and the western property line of the property owned by Bob and Pam Young, Document number 1993-000536; Said point being 24.47 feet right of Engineer's centerline Station 41+76.71 and being S 58°36'32" E, a distance of 365.51 feet, from the South Quarter Corner of Section 17 and being the True Point of Beginning;

Thence, along said western property line, S 02°19'12" W, a distance of 15.96 feet, to a calculated point 40.00 feet right of Engineer's centerline Station 41+80.25;

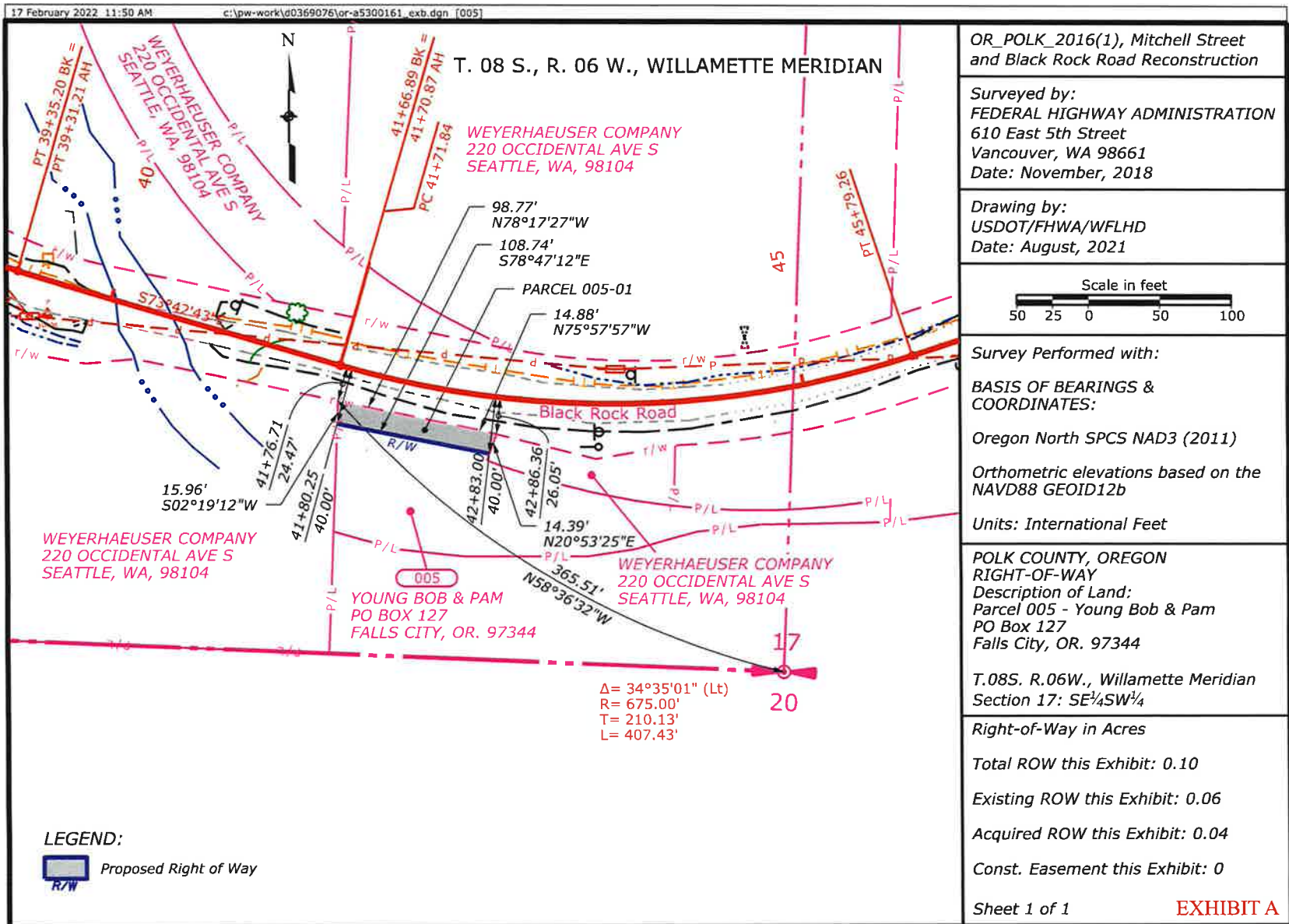
Thence, leaving said western property line, S 78°47'12" E, a distance of 108.74 feet, to a calculated point 40.00 feet right of Engineer's centerline Station 42+83.00 and lying on the eastern property boundary of the property owned by Bob and Pam Young;

Thence, N 20°53'25" E a distance of 14.39 feet, along said eastern property boundary of the property owned by Bob and Pam Young, to a calculated point 26.05 feet right of Engineer's centerline Station 42+86.36 and lying on said southern right of way boundary of Black Rock Road;

Thence, along said southern right of way boundary of Black Rock Road, N 75°57'57" W, a distance of 14.88 feet, to a calculated point 24.27 feet right of Engineer's centerline Station 42+72.12;

Thence, continuing along the southern right of way boundary of Black Rock Road, N 78°17'27" W, a distance of 98.77 feet, to a calculated point 24.47 feet right of Engineer's centerline Station 41+76.71 and lying at the True Point of Beginning.

Parcel 005-01 contains an area of 1,695 square feet or 0.04 acres (Int.) more or less.



## **Exhibit "A"**

### **Parcel 007-01**

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Boyd B. Lamprecht, recorded in Polk County as Document number 1995-010587, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point on the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, 30.51 feet left of Engineer's centerline Station 45+73.83 and being N 17°04'35" E a distance of 261.18 feet from the south quarter section corner of Sections 17, Township 08 South, Range 06 West, Willamette Meridian; Said calculated point lying at the intersection of the northern right of way boundary of Black Rock Road and the western property line of the property owned by Boyd B. Lamprecht, Document number 1995-010587, and being the True Point of Beginning;

Thence, along said western property line, N 01°55'27" E, a distance of 26.07 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 45+83.09;

Thence, leaving said western property line, N 71°42'17" E, a distance of 46.91 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 46+30.00;

Thence, S 18°17'43" E, a distance of 24.32 feet, to a calculated point on the southern right of way boundary of Black Rock Road, 30.68 feet left of Engineer's centerline Station 46+30.00;

Thence, along said southern right of way boundary of Black Rock Road, S 71°33'18" W, a distance of 55.92 feet, to a calculated point 30.51 feet left of Engineer's centerline Station 45+73.83 and lying at the True Point of Beginning.

Parcel 007-01 contains an area of 1,254 square feet or 0.03 acres (Int.) more or less.

### **Parcel 007-02**

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Boyd B. Lamprecht, recorded in Polk County as Document number 1995-010587, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows

Beginning at a calculated point on the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, 29.37 feet left of Engineer's centerline Station 50+74.15 and being N 58°47'48" E, a distance of 673.09 feet, from the South Quarter Corner of Section 17 and being the True Point of Beginning;

## Exhibit "A"

Thence, leaving said northern right of way boundary of Black Rock Road, N 43°34'27" E, a distance of 55.54 feet, to a calculated point 78.00 feet left of Engineer's centerline Station 51+00.00;

Thence, S 75°02'00" E, a distance of 100.00 feet, to a calculated point 78.00 feet left of Engineer's centerline Station 52+00.00;

Thence, S 46°22'09" E, a distance of 85.48 feet, to a calculated point 37.00 feet left of Engineer's centerline Station 52+75.00;

Thence, S 75°02'00" E, a distance of 234.73 feet, to a calculated point 37.00 feet left of Engineer's centerline Point of Curvature 55+09.73;

Thence, 39.17 feet, along a circular curve to the left, having a radius of 313.00 feet, (Long Chord: S 78°37'05" E, 39.14') to a calculated point 37.00 feet left of Engineer's centerline Point of Tangency 55+53.53;

Thence, S 82°12'11" E, a distance of 70.97 feet, to a calculated point 37.00 feet left of Engineer's centerline Point of Curvature 56+24.49;

Thence, 28.52 feet, along a circular curve to the left, having a radius of 613.00 feet, (Long Chord: S 83°32'09" E, 28.52') to a calculated point 37.00 feet left of Engineer's centerline Station 56+54.74; Said Point lying on the western boundary of the vacated 10th Street right of way, shown in Polk County Survey Document SP1-51 (Falls City, Plat of First Addition to); Said western boundary of the vacated 10th Street right of way now being part of that right of way adjoining, said northern right of way boundary of Mitchell Street to that of Black Rock Road.

Thence, along said northern adjoining right of way boundary of Mitchell Street and Black Rock Road, S 06°18'40" W, a distance of 7.80 feet, more or less to a calculated point on the northern right of way boundary of Black Rock Road, 29.20 feet left of Engineer's centerline Station 56+54.57;

Thence along said northern right of way boundary of Black Rock Road, the following three courses:

1. 184.77 feet, along a circular curve to the right, having a radius of 884.22 feet, (Long Chord: N 80°39'17" W, 184.43') to a calculated point 29.72 feet left of Engineer's centerline Station 54+65.04;
2. N 74°40'06" W, a distance of 210.51 feet, to a calculated point 30.78 feet left of Engineer's centerline Station 52+54.54;
3. N 66°08'15" W, a distance of 101.12 feet, to a calculated point 46.29 feet left of Engineer's centerline Station 51+54.63;

Thence, continuing along said northern right of way boundary of Black Rock Road, N 85°08'33" W, a distance of 82.51 feet, to a calculated point 29.37 feet left of Engineer's centerline Station 50+74.15 and lying at the True Point of Beginning.

Parcel 007-02 contains an area of 9,399.14 square feet or 0.22 acres (Int.) more or less.

MITCHELL STREET / BLACK ROCK ROAD - PARCEL 007: LAMPRECHT						
EXISTING ROW ELEMENTS						
ID	TYPE	RADIUS	URNS	LINE OR CHORD		CURVE
				BEARING	LENGTH	LENGTH
01	Line	N/A	N/A	S71°33'18"W	55.92'	N/A
02	Curve	884.22'	Rt	N80°39'17"W	184.43'	184.77
03	Line	N/A	N/A	N74°40'06"W	210.51'	N/A
04	Line	N/A	N/A	N66°08'15"W	101.12'	N/A
05	Line	N/A	N/A	N85°08'33"W	82.51'	N/A

OR\_POLK\_2016(1), Mitchell Street  
and Black Rock Road Reconstruction

Surveyed by:  
FEDERAL HIGHWAY ADMINISTRATION  
610 East 5th Street  
Vancouver, WA 98661  
Date: November, 2018

Drawing by:  
USDOT/FHWA/WFLHD  
Date: August, 2021

NO SCALE

Survey Performed with:

BASIS OF BEARINGS &  
COORDINATES:

Oregon North SPCS NAD3 (2011)

Orthometric elevations based on the  
NAVD88 GEOID12b

Units: International Feet

POLK COUNTY, OREGON  
RIGHT-OF-WAY  
Description of Land:  
Parcel 007 - Lamprecht, Boyd B.  
970 Mitchell St.  
Falls City, OR. 97344

T.08S. R.06W., Willamette Meridian  
Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Right-of-Way in Acres

Total ROW this Exhibit: 1.08

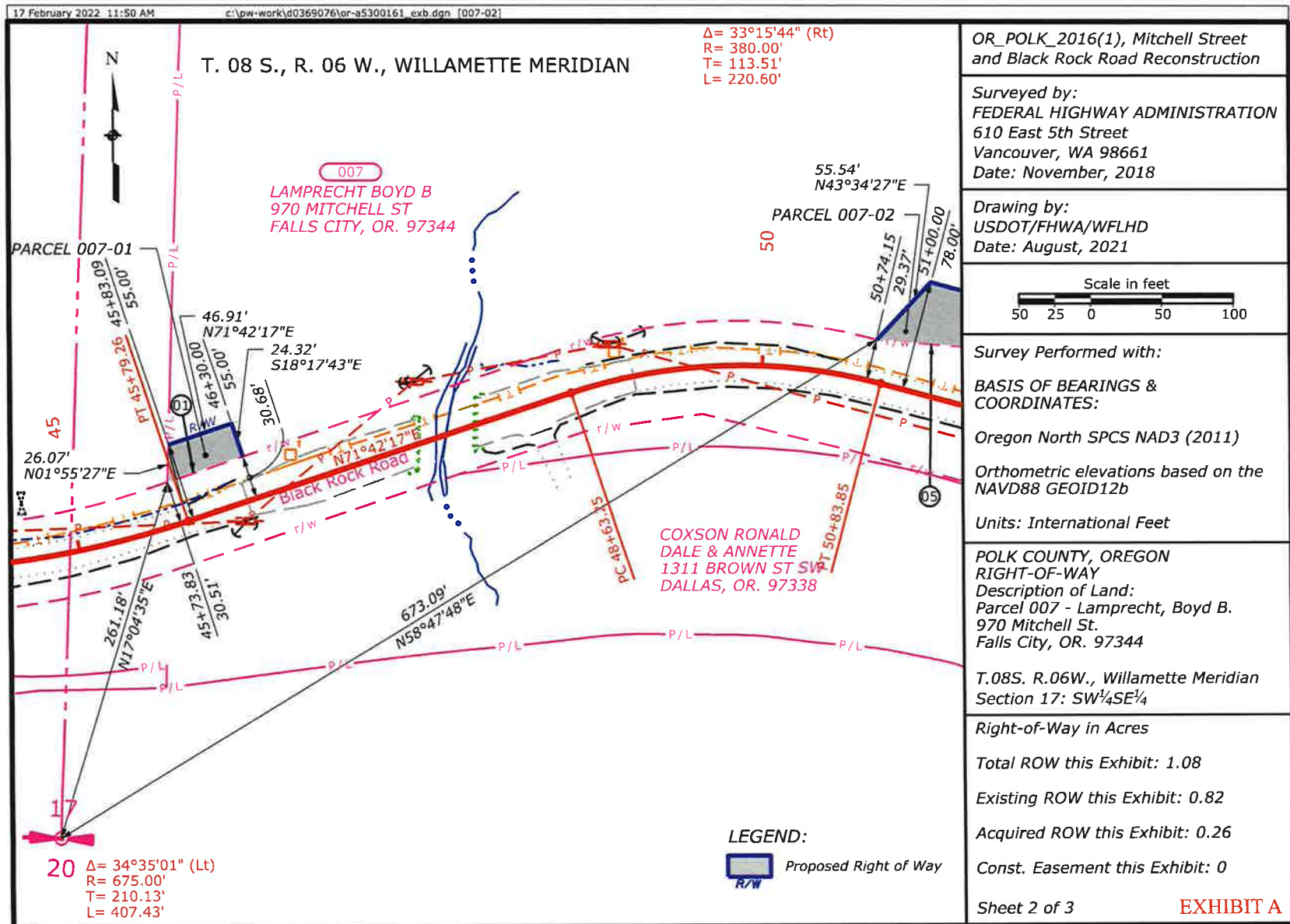
Existing ROW this Exhibit: 0.82

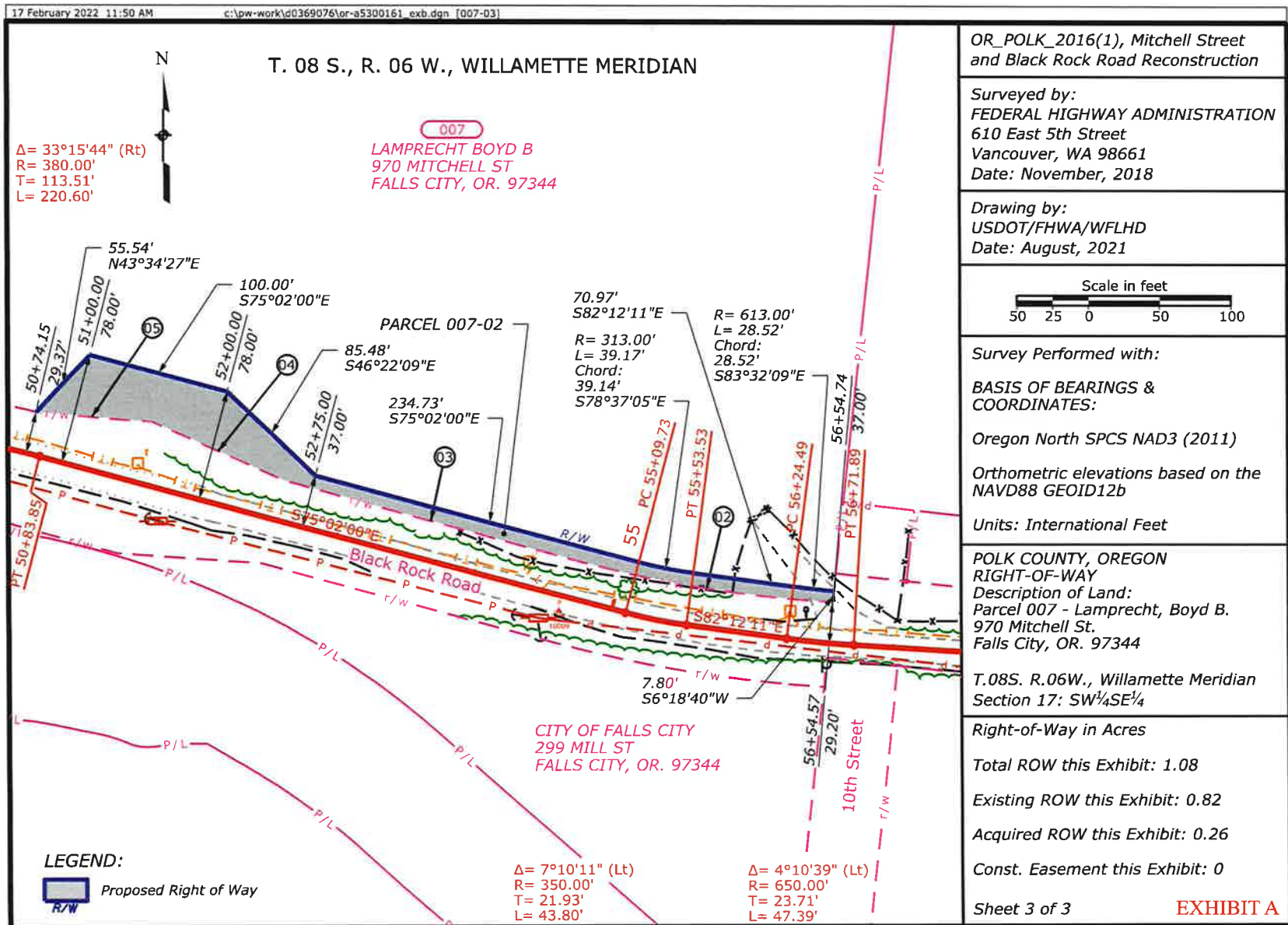
Acquired ROW this Exhibit: 0.26

Const. Easement this Exhibit: 0

Sheet 1 of 3

**EXHIBIT A**





## **Exhibit "A"**

### **Parcel 010-01**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Richard L. Babbitt, Jr, recorded in Polk County as Document number 1999-016013, Said dedication being a strip of land along the southern right of way of Mitchel Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 25.00 feet right of Engineer's centerline Station 62+55.13 and being N 86°20'16" E, a distance of 1,727.90 feet, from the South Quarter Corner of Section 17, T. 08 S., R. 06 W., Willamette Meridian; Said point being the True Point of Beginning;

Thence, leaving the southern right of way boundary of Mitchell Street, S 72°01'05" E, a distance of 105.37 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 63+63.96; Said point lying on the western right of way boundary of 8th Street;

Thence, along the western right of way boundary of 8th Street, N 06°15'59" E, a distance of 10.05 feet, to a calculated point 15.31 feet right of Engineer's centerline Station 63+61.21 and lying on the southern right of way boundary of Mitchell Street;

Thence along the southern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 24.52 feet, to a calculated point 9.86 feet right of Engineer's centerline Station 63+36.92;

Thence, continuing along the southern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 81.40 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 62+55.13 and lying at the True Point of Beginning.

Parcel 010-01 contains an area of 977 square feet or 0.02 acres (Int.) more or less.

### **Temporary Construction Easement 010-01b**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Richard L. Babbitt, Jr, recorded in Polk County as Document number 1999-016013, Said dedication being a strip of land along the southern right of way of Mitchel Street and being furthered described as follows:

## **Exhibit "A"**

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 25.00 feet right of Engineer's centerline Station 62+55.13 and being N 86°20'16" E, a distance of 1,727.90 feet, from the South Quarter Corner of Section 17, T. 08 S., R. 06 W., Willamette Meridian; Said point being the True Point of Beginning;

Thence, N 83°41'20" W, a distance of 196.84 feet, to a calculated point 28.79 feet right of Engineer's centerline Station 60+53.14 and lying at the intersection of said southern right of way boundary of Mitchell Street and the eastern right of way boundary of 9th Street and being the northwest corner of said tract of land conveyed to Richard L. Babbitt, Jr.;

Thence, along said eastern right of way boundary of 9th Street, S06°18'25"W, a distance of 6.22 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 60+52.85;

Thence, leaving said eastern right of way boundary of 9th Street, S86°22'50"E, a distance of 54.91 feet, to a calculated point 35.00 feet right of Engineer's centerline Point of Curvature 61+07.76;

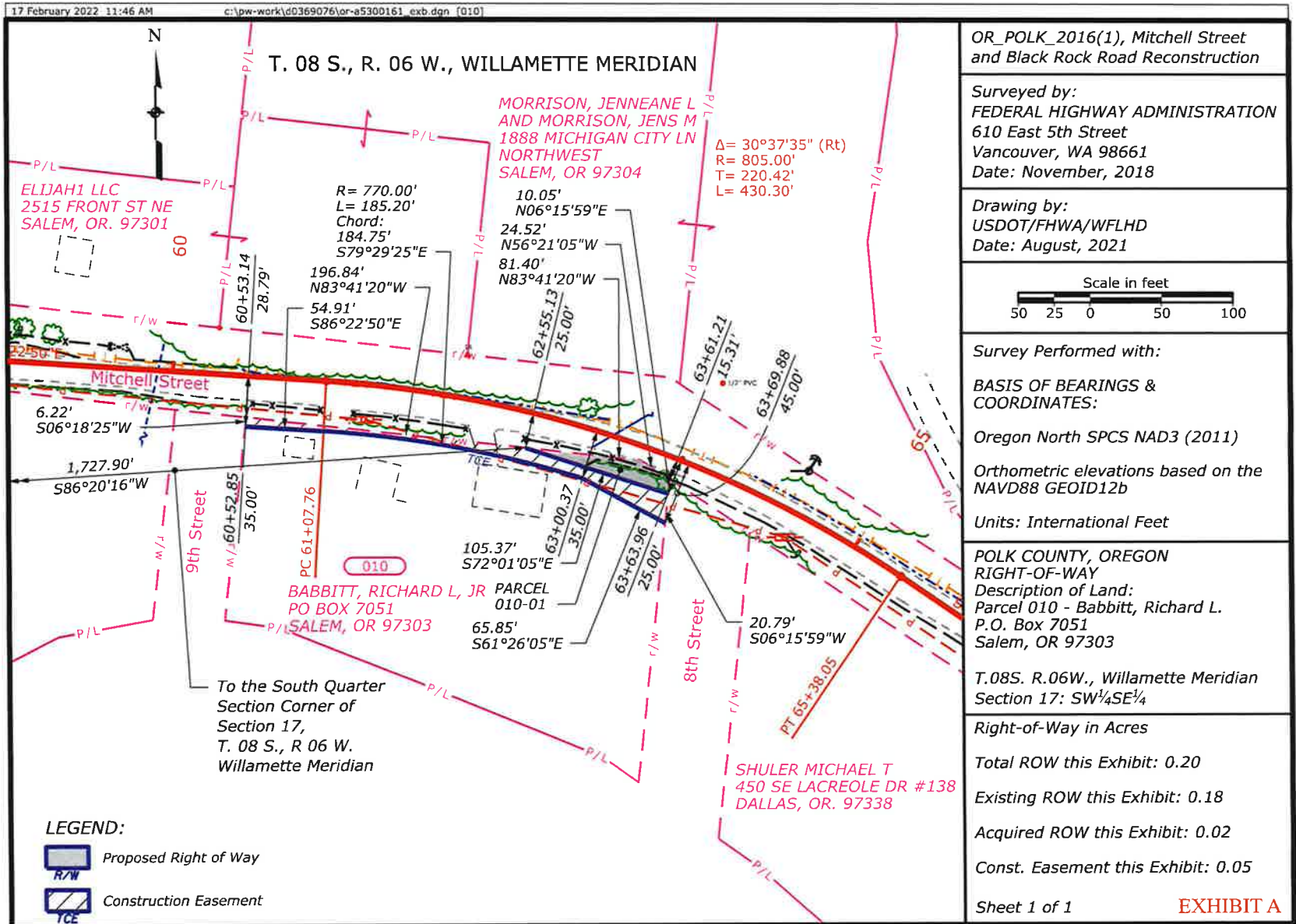
Thence, 185.20 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 79°29'25" E, 184.75') to a calculated point 35.00 feet right of Engineer's centerline Station 63+00.37;

Thence, S61°26'05"E, a distance of 65.85 feet, to a calculated point 45.00 feet right of Engineer's centerline Station 63+69.88 and lying on the western right of way boundary of 8th Street;

Thence, along said western right of way boundary of 8th Street, N 06°15'59" E, a distance of 20.79 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 63+63.96;

Thence, leaving said western right of way boundary of 8th Street, N 72°01'05" W, a distance of 105.37 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 62+55.13 and lying at said True Point of Beginning;

Temporary Construction Easement 010-01b contains an area of 2,207 square feet or 0.05 acres (Int.) more or less.



## **Exhibit "A"**

### **Temporary Construction Easement 009**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Sheryle M. Lowery and Michael J. Allen, recorded in Polk County as Document number 2019-006663, Said dedication being a strip of land along the northern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point, lying at a point on the eastern property line of the property owned by Sheryle M. Lowery and Michael J. Allen, Document number 2019-006663, and the northern right of way boundary of Mitchell Street; Said point being 32.32 feet left of Engineer's centerline Station 60+30.98 and being N 82°40'00" E, a distance of 1,522.93 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian and being the True Point of Beginning;

Thence, along the northern right of way of Mitchell Street, N 83°41'20" W, a distance of 64.68 feet, to a calculated point 35.35 feet left of Engineer's centerline Station 59+66.37;

Thence, leaving the northern right of way of Mitchell Street, N 03°37'10" E, a distance of 19.65 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 59+66.37;

Thence, S 86°22'50" E, a distance of 65.67 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 60+32.04;

Thence, along said property line, S 06°17'35" W, a distance of 22.71 feet, to a calculated point 32.32 feet left of Engineer's centerline Station 60+30.98 and lying at the True Point of Beginning.

Temporary Construction Easement 009 contains an area of 1,379 square feet or 0.03 acres (Int.) more or less.



## **Exhibit "A"**

### **Parcel 011-01**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Jinneane L. Morrison and Jens M. Morrison, recorded in Polk County as Document number 2019-015263, Said dedication being a strip of land along the northern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point, lying at the intersection of the west property line of the property owned by Jinneane L. Morrison and Jens M. Morrison, Document number 2019-015263, and the northern right of way boundary of Mitchell Street; Said point being 32.32 feet left of Engineer's centerline Station 60+30.98 and being N 82°40'00" E, a distance of 1,522.93 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian and being the True Point of Beginning;

Thence, leaving said western property line and the northern right of way boundary of Mitchell Street, N 75°06'10" E, a distance of 102.18 feet, to a calculated point 65.00 feet left of Engineer's centerline Station 61+26.37;

Thence, S 82°25'46" E, a distance of 79.73 feet, to a calculated point 65.00 feet left of Engineer's centerline Station 62+00.17;

Thence, S 71°00'01" E, a distance of 153.81 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 63+43.20;

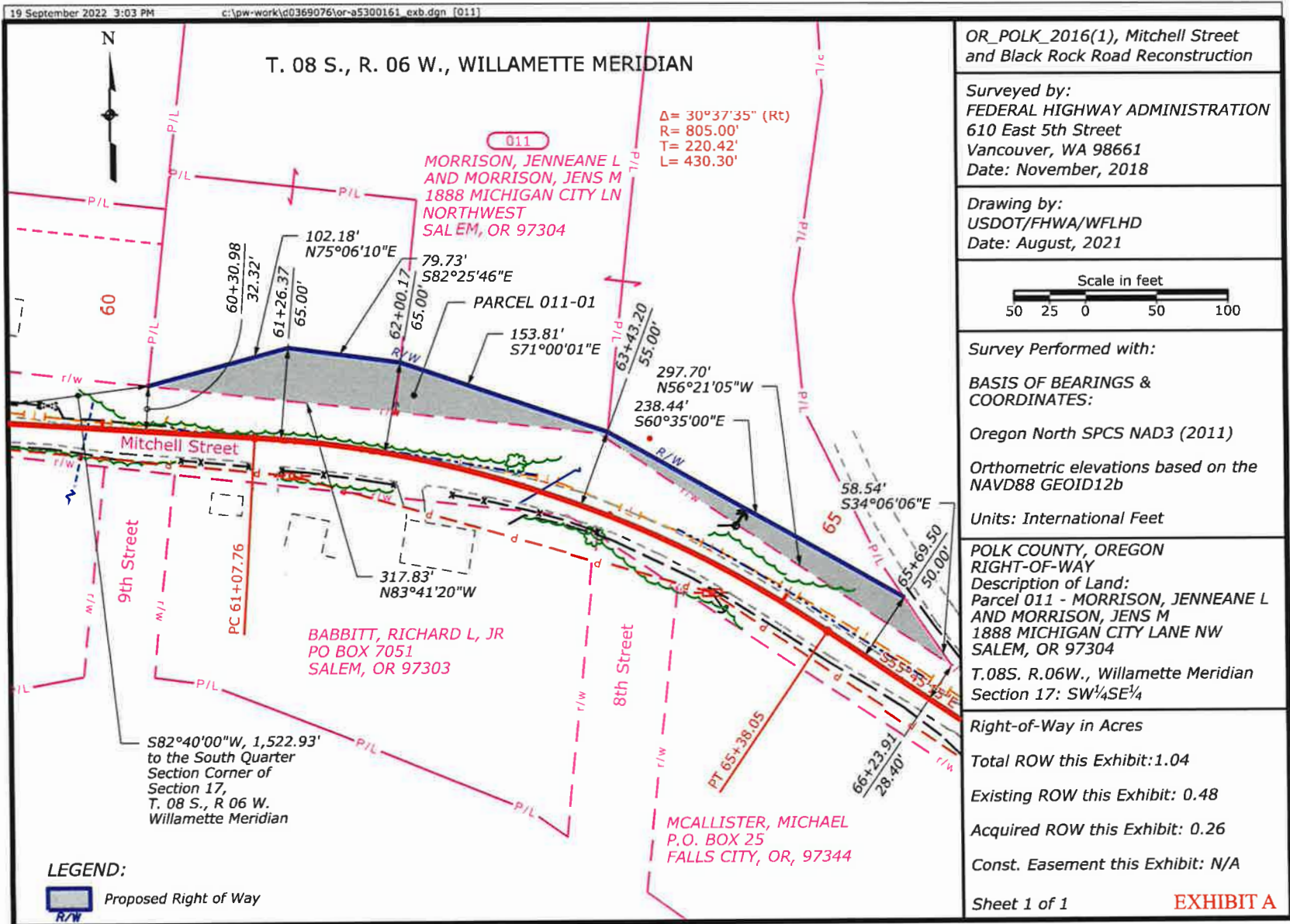
Thence, S 60°35'00" E, a distance of 238.44 feet, to a calculated point 50.00 feet left of Engineer's centerline Station 65+69.50; Said point lying on the eastern property line of said property owned by Jinneane L. Morrison and Jens M. Morrison;

Thence, along the eastern property line, S 34°06'06" E, a distance of 58.54 feet, to a calculated point 28.40 feet left of Engineer's centerline Station 66+23.91 and lying on the northern right of way boundary of Mitchell Street;

Thence, along the northern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 297.70 feet, to a calculated point 51.89 feet left of Engineer's centerline Station 63+36.97;

Thence, continuing along the northern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 317.83 feet, to a calculated point 32.32 feet left of Engineer's centerline Station 60+30.98 and lying at the True Point of Beginning.

Parcel 011-01 contains an area of 11,174 square feet or 0.26 acres (Int.) more or less.



## **Exhibit "A"**

### **Parcel 012-01**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Michael McAllister, recorded in Polk County as Document number 2021-013725, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

Beginning at a calculated point lying at intersection of the western property line of the property owned by Michael McAllister, Document number 2021-013725, and the southern right of way boundary of Mitchell Street; Said point being 26.53 feet right of Engineer's centerline Station 64+29.58 and being N 88°27'55" E, a distance of 1,882.57 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian and being the True Point of Beginning;

Thence, along said western property line (eastern right of way boundary of 8th Street), S 06°17'38" W, a distance of 9.03 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 64+32.85;

Thence, leaving said western property line, 100.63 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 59°29'53" E, 100.56') to a calculated point 35.00 feet right of Engineer's centerline Point of Tangency 65+38.05;

Thence, S 55°45'15" E, a distance of 143.96 feet, to a calculated point 35.00 feet right of Engineer's centerline Point of Curvature 66+82.01;

Thence, S 59°52'00" E, a distance of 65.27 feet, to a calculated point 26.71 feet right of Engineer's centerline Station 67+50.22 and lying on the southern right of way boundary of Mitchell Street;

Thence, along the southern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 313.66 feet, to a calculated point 26.53 feet right of Engineer's centerline Station 64+29.58 and lying at the True Point of Beginning.

Parcel 012-01 contains an area of 1,033 square feet or 0.02 acres (Int.) more or less.

### **Temporary Construction Easement 012-01b**

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Michael McAllister, recorded in Polk County as Document number 2021-013725, Said dedication being a strip of land along the southern right of way of Mitchell Street and being furthered described as follows:

## **Exhibit "A"**

Beginning at a calculated point lying at intersection of the western property line of the property owned by Michael McAllister, Document number 2021-013725, and the southern right of way boundary of Mitchell Street; Said point being 26.53 feet right of Engineer's centerline Station 64+29.58 and being N 88°27'55" E, a distance of 1,882.57 feet, from the South Quarter Corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian;

Thence, along said western property line (eastern right of way boundary of 8th Street), S 06°17'38" W, a distance of 9.03 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 64+32.85;

Thence, leaving said western property line, 100.63 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 59°29'53" E, 100.56') to a calculated point 35.00 feet right of Engineer's centerline Point of Tangency 65+38.05;

Thence, S 55°45'15" E, a distance of 33.32 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 65+71.37 and being the True Point of Beginning;

Thence, S 34°14'45" W, a distance of 20.00 feet, to a calculated point 55.00 feet right of Engineer's centerline Station 65+71.37;

Thence, S 55°45'15" E, a distance of 70.00 feet, to a calculated point 55.00 feet right of Engineer's centerline Station 66+41.37;

Thence, N 34°14'45" E, a distance of 20.00 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 66+41.37;

Thence, N 55°45'15" W, a distance of 70.00 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 65+71.37 and lying at the True Point of Beginning.

Temporary Construction Easement 012-01b contains an area of 1,400 square feet or 0.03 acres (Int.) more or less.

