

POLK COUNTY BOARD OF COMMISSIONERS

DATE: August 30, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a)** Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b)** The Polk County Board of Commissioners will be attending a lunch and learn meeting with the Polk County District Attorney's office on August 29, 2023, located at 820 SE Church St Ste 100, 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 August 23, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**

CONSENT CALENDAR

- (a)** Polk County Contract No. 23-177, Northwest Human Services
(Rosana Warren, Behavioral Health)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES August 23, 2023

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

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

The Polk County Board of Commissioners will be attending a lunch and learn meeting with the Polk County District Attorney's office on August 29, 2023, located at 820 SE Church St Ste 100, Dallas Oregon.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF BOARD MEETING OF August 16, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF August 16, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

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

- a) Polk County Contract No. 23-175, Oregon Health Authority
(Rosana Warren, Behavioral Health)

At 9:02 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 Executive Session ended at 9:08 a.m. and Commissioner Pope adjourned the meeting.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Behavioral Health Consent Calendar Date: August 30, 2023
Contractor Name: Northwest Human Services
Address: 681 Center Street NE
City, State, Zip: Salem, OR 97301
Effective Dates - From: July 01, 2023 Through: June 30, 2024
Contract Amount: \$14,250.00

Background:

Northwest Human Services has agreed to provide Crisis and Informational Hotline services to Polk County individuals.

Discussion:

This contract is a continuation of services Northwest Human Services has been providing Polk County individuals in the past fiscal years. Northwest Human Services provides phone coverage for Polk County Behavioral Health and acts as the dispatch center for Polk County Crisis Program outside of regular clinic operating hours.

Fiscal Impact:

The total for this agreement is \$14,250.00 to be distributed quarterly. 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 Northwest Human Services.

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: _____



Agreement Number 173268

**AMENDMENT/REINSTATEMENT OF
STATE OF OREGON
INTERGOVERNMENTAL 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Polk County
182 SW Academy Street, Suite 33
Dallas, OR 97338
Attention: Noelle Carrol
Telephone: 503-831-1726
E-mail address: carroll.noelle@co.polk.or.us**

hereinafter referred to as "County."

RECITALS

WHEREAS, OHA and County entered into that certain Agreement number **173268** effective on **January 1, 2022**, incorporated herein by this reference (the Agreement);

WHEREAS, OHA and County intend to amend the Agreement to extend its effectiveness through **December 31, 2023**;

WHEREAS, due to the short amount of time remaining to amend the Agreement before its expiration, the proposed amendment number **02** to extend the effectiveness of the Agreement and otherwise modify it may not be executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expires on **June 30, 2023** in accordance with its terms; and

WHEREAS, OHA and County desire to either amend the Agreement before it expires or, if the Agreement has expired, reinstate the Agreement in its entirety as of **June 30, 2023**, and to amend the Agreement (once reinstated) to extend its effectiveness through **December 31, 2023**, as set forth herein.

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

AMENDMENT

1. **Reinstatement.** OHA and County hereby reinstate the Agreement in its entirety as of **December 31, 2021** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and County further agree that, upon the amendment of **Section 1. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment.** OHA and County hereby amend the Agreement as follows.
 - a. **Section 1 “Effective Date and Duration”** of the Contract Document is hereby amended to change the expiration date of the Contract from **June 30, 2023** to **December 31, 2023**.
 - b. **Exhibit D, “Financial Pages,”** is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, 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 Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may

enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subagreements;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding; and
- h. 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.

5. **County Data.** 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 Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution

Workers' Compensation Insurance Company: Citycounty Insurance Services

Policy #: 23LPKC Expiration Date: 07/01/2024

6. Signatures.

Polk County

By:

Authorized Signature

Title

Printed Name

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Printed Name

Date

Interim Director, OHA Health Systems Division

By:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Via email by Jeffrey J. Wahl, Assistant Attorney General on June 28, 2023; email in Agreement file.

Exhibit D Financial Pages

MODIFICATION INPUT REVIEW REPORT									
MOD#: M0737									
CONTRACT#: 173268									
CONTRACTOR: POLK COUNTY HEALTH SERVICES-CHOICE									
INPUT CHECKED BY: _____ DATE CHECKED: _____									
SE#	FUND	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV
FISCAL YEAR: 2023-2024									
6	804	BASE	CHOICE MODEL SERVICE	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$79,714.25	\$0.00	A
6	804	BASE	CHOICE MODEL SERVICE	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$4,185.49	\$0.00	C
TOTAL FOR SE# 6							\$83,909.74	\$0.00	
TOTAL FOR 2023-2024							\$83,909.74	\$0.00	
TOTAL FOR M0737 173268							\$83,909.74	\$0.00	

Exhibit D Financial Pages

OREGON HEALTH AUTHORITY Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY HEALTH SERVICES-CHOICE
DATE: 07/14/2023

Contract#: 173268
REF#: 002

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0737 1 These payments are for MHS 06 Choice Model Services performance payment.