

POLK COUNTY BOARD OF COMMISSIONERS

DATE: September 13, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Homeless Prevention Advisory Council will be meeting on September 13, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.
 - (c) The Grand Ronde Sanitary District Board is meeting on September 20, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM August 30, 2023 & September 6, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. LENGTH OF SERVICE AWARDS – Matt Hawkins**
 - Doug Akin, 15 years of service
 - Brent DeMoe, 15 years of service
 - John Nyberg, 10 years of service

CONSENT CALENDAR

- (a) Polk County Contract No. 23-182, Oregon Health Authority
(Rosana Warren, Behavioral Health)
- (b) Right of Way Dedication Acceptance, Young
(Todd Whitaker, Public Works Director)
- (c) Right of Way Dedication Acceptance, Lowery
(Todd Whitaker, Public Works Director)
- (d) Right of Way Dedication Acceptance, Morrison
(Todd Whitaker, Public Works Director)
- (e) Right of Way Dedication Acceptance, Fulmer
(Todd Whitaker, Public Works Director)
- (f) Polk County Contract No. 23-183, Oregon Family Support Network
(Rosana Warren, Behavioral Health)

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

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES August 30, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:03 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Pope was present and Commissioner Mordhorst 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 POPE MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF BOARD MEETING OF August 23, 2023

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE MINUTES OF August 23, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER GORDON 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. 23-177, Oregon Health Authority
(Rosana Warren, Behavioral Health)

There no need for an executive session and Commissioner Gordon adjourned the meeting at 9:05 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: September 13, 2023

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES September 6, 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 will be meeting on September 13, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. PUBLIC HEARING – COMMUNITY DEVELOPMENT – LEGISLATIVE AMENDMENT 23-02

Eric Knudson, Associate Planner, went over a presentation in regards to the Board of Commissioners potentially adopting the proposed text amendments to PCZO Chapter 136, as included in the Memorandum and Attachment A that was provided to the Board of Commissioners on August 30, 2023. Mr. Knudson's presentation went over the background information, the optional changes to PCZO Chapter 136, staff and the Planning Commission's recommendation for optional changes, public comments received and applicable criteria. The Planning Commission recommends that the Board of Commissioners adopt the proposed text amendments to PCZO Chapter 136.

Commissioner Gordon opened the hearing to comments from the public at 9:10 A.M.

Suzanne Reingans, Friends of Polk County, provided comment in support of LA 23-02 and read a prepared statement with both support and concerns.

Chris Schmitt provided comment in support of LA 23-02 with his suggestions on the amendments.

K. Jane Phillips provided comment in opposition to LA 23-02, while also sharing her concerns with the Land Use Hearing. Ms. Philips is requesting that the record remain open for 7 days before making a decision.

Penny Cox, Polk Farm Bureau, provided comment in opposition to LA 23-02 and is also requesting that the record be left open for 7 days before making a decision.

Commissioner Gordon ended public comment at 9:28 A.M. and asked the Board if they had any questions for staff.

Commissioner Pope asked staff what the support and enforcements are when these changes from the state come to us. Austin McGuigan, Community Development Director, stated that there aren't any because this is an unfunded mandate. Commissioner Mordhorst stated he likes the verbiage clarifying what a golf course is versus a disc golf course. Commissioner Gordon gave kudos to staff on preparing such a detailed report. Commissioner Gordon asked if any one in the public had any questions for Polk County staff. There was no comment. Commissioner Pope stated that he would like to keep the record open for 14 days and Commissioner Mordhorst seconded that.

Commissioner Gordon stated that the record will remind open until 5:00 P.M. on September 20, 2023, and that any comments submitted need to be taken to the Community Development Department on the second floor of the Courthouse.

Commissioner Gordon closed the public hearing at 9:33 A.M.

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

- a) Polk County Contract No. 23-180, Lease Agreement
(Dean Bender, Emergency Operations Manager)

There no need for an executive session and Commissioner Gordon adjourned the meeting at 9:33 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: September 13, 2023



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Behavioral Health Consent Calendar Date: September 06, 2023
Contractor Name: Oregon Health Authority
Address: 635 Capitol St NE Suite 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: July 01, 2023 Through: December 31, 2023
Contract Amount: \$1,729,017.28

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

Amendment 11 extends agreement No. 22-03 for an additional 6 months with funding awarded respectively to SUD services in the amount \$133,136.57 and MH services in the amount of \$1,595,880.71, for a total of \$1,729,017.28.

Fiscal Impact:

The total amount of this agreement is \$1,712,708.93 for the first 6 months of fiscal year 2024. The 2023-24 Behavioral Health budget was prepared in anticipation of this funding. The agreement will be modified throughout the year and a budget resolution may be needed at a later date.

Recommendation:

It is recommended that Polk County sign amendment 11 to IGA 173147 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: _____



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.

**ELEVENTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147**

This Eleventh Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

RECITALS

WHEREAS, OHA and County wish to extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows. Twelfth

AGREEMENT

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or June 30, 2023, whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, “Financial Assistance Award”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured. **All references to the expiration date of June 30, 2023 in this Agreement shall be amended to December 31, 2023.**

2. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

The remainder of this page is intentionally blank

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

7. Signatures.

Polk County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Joseph Callahan, Assistant Attorney General, on June 06, 2023; e-mail in agreement file.

Attachment 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT													
MOD#: A0115													
CONTRACT#: 173147			CONTRACTOR: POLK COUNTY										
INPUT CHECKED BY: _____			DATE CHECKED: _____										
SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	BASE	CLIENT
		CODE			DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD		CODE
													SP#
FISCAL YEAR: 2023-2024													
63	420	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$12,355.60	\$0.00	A	1	Y	
63	421	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$5,372.00	\$0.00	A	1	Y	
63	450	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$9,132.40	\$0.00	A	1	Y	
TOTAL FOR SE# 63								\$26,860.00	\$0.00				
65	424	IDPF		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$6,250.00	\$0.00	C	1	Y	1
65	887	IDPF		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,500.00	\$0.00	C	1	Y	2
TOTAL FOR SE# 65								\$7,750.00	\$0.00				
66	420	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,598.34	\$0.00	A	1	Y	3
66	421	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$3,531.59	\$0.00	A	1	Y	3
66	450	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$38,704.55	\$0.00	A	1	Y	3
66	520	BASEAD		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$37,442.09	\$0.00	A	1	Y	3
TOTAL FOR SE# 66								\$81,276.57	\$0.00				
80	888	GAMBL		POLK CO.	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$17,250.00	\$0.00	A	1	Y	
TOTAL FOR SE# 80								\$17,250.00	\$0.00				
TOTAL FOR 2023-2024								\$133,136.57	\$0.00				
TOTAL FOR A0115 173147								\$133,136.57	\$0.00				

Financial Pages

OREGON HEALTH AUTHORITY Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 07/13/2023

Contract#: 173147
REF#: 013

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.

- | | |
|-------|---|
| A0115 | 1 These funds are for A&D 65 Services to be invoiced from 7/1/2023 to 12/31/2023. |
| A0115 | 2A) These funds are for DUII Education services for Veterans. B) Funds are for A&D 65 services for invoices from 7/01/2023 to 12/31/2023. |
| A0115 | 3 These funds must result in the delivery of A&D 66 Services to a minimum of 135 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 135 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual. |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0737

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
1	804	BASE	SYSTEM MANAGEMENT AN	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$10,875.99	\$0.00	A	1	Y		
1	804	BCIVLM	SYS MGT CO-LINDEN LN	7/1/2023 - 12/31/2023	0 /NA	\$3,733.70	\$22,402.20	\$0.00	A	1	Y		1
TOTAL FOR SE# 1							\$33,278.19	\$0.00					
4	804	BASE	AID & ASSIST PROJECT	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$177,860.57	\$0.00	A	1	Y		
TOTAL FOR SE# 4							\$177,860.57	\$0.00					
5	804	BASE	ASSERTIVE COMMUNITY	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$65,919.15	\$0.00	A	1	Y		
TOTAL FOR SE# 5							\$65,919.15	\$0.00					
9	406	BASE	NI JAIL DIVERSION	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$139,224.12	\$0.00	A	1	Y		
9	804	BASE	NI JAIL DIVERSION	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$6,118.84	\$0.00	A	1	Y		
TOTAL FOR SE# 9							\$145,342.96	\$0.00					
12	804	BASE	RENTAL ASSISTANCE	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$54,706.10	\$0.00	A	1	Y		
12	804	BASE	RENTAL ASSISTANCE	7/1/2023 - 12/31/2023	15 /SLT	\$0.00	\$60,120.00	\$0.00	C	1	Y		2
TOTAL FOR SE# 12							\$114,826.10	\$0.00					
17	804	BASE	INVOICE SERVICES	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$52,493.00	\$0.00	C	1	Y		5
TOTAL FOR SE# 17							\$52,493.00	\$0.00					
20	301	CHHS	MH BLOCK GRANT	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$31,190.70	\$0.00	A	1	Y		
20	804	BASE	NON-RESIDENTIAL HENT	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$158,126.20	\$0.00	A	1	Y		
20	804	BCIVLM	SH-HILLSIDE VILLA	7/1/2023 - 12/31/2023	6 /SLT	\$2,283.47	\$82,204.92	\$0.00	A	1	Y		3

MODIFICATION INPUT REVIEW REPORT

MOD#: M0737

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
TOTAL FOR SE# 20							\$271,821.82	\$0.00					
24	804	BASE ACUTE AND INTERMEDIA	ACUTE	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$47,989.84	\$0.00	A	1	Y		
TOTAL FOR SE# 24							\$47,989.84	\$0.00					
25	406	BASE CRISIS AND ACUTE TRA	CATS	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$2,691.25	\$0.00	A 25A	1	Y		
25	406	BASE COMMUNITY CRISIS SER	CRISIS	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$85,576.50	\$0.00	A	1	Y		
25	804	BASE CRISIS AND ACUTE TRA	CATS	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$33,372.25	\$0.00	A 25A	1	Y		
25	804	BASE COMMUNITY CRISIS SER	CRISIS	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$321,930.65	\$0.00	A	1	Y		
25	815	BASE CRISIS AND ACUTE TRA	CATS	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$73,134.50	\$0.00	A 25A	1	Y		
TOTAL FOR SE# 25							\$516,705.15	\$0.00					
26	804	BASE EARLY ASSESSMENT AN	EASA	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$78,600.00	\$0.00	A 26A	1	Y		
26	804	BASE EARLY ASSESSMENT AN	EASA	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$3,454.44	\$0.00	A	1	Y		
TOTAL FOR SE# 26							\$82,054.44	\$0.00					
30	804	BPSRB PSRB DESIG CLIENT	PSRB	7/1/2023 - 12/31/2023	2 /SLT	\$465.27	\$5,828.62	\$0.00	A	1	Y		4
TOTAL FOR SE# 30							\$5,828.62	\$0.00					
35	804	BASE GERO SPECIALISTS	GERO	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$63,626.04	\$0.00	A 35A	1	Y		
TOTAL FOR SE# 35							\$63,626.04	\$0.00					
38	411	BASE NI SUPPORTED EMPLOYM	NISUEM	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$17,660.00	\$0.00	A	1	Y		
38	804	BASE NI SUPPORTED EMPLOYM	NISUEM	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$774.83	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0737												
CONTRACT#: 173147		CONTRACTOR: FOLK COUNTY										
INPUT CHECKED BY: _____		DATE CHECKED: _____										
SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE	SLOT	OPERATING	STARTUP PART	PART	PAAF	CLIENT	
					DATES	CHANGE/TYPE	DOLLARS	DOLLARS ABC	IV	CD	BASE	SP#

FISCAL YEAR: 2023-2024

TOTAL FOR SE# 36	\$18,434.83	\$0.00
TOTAL FOR 2023-2024	\$1,595,880.71	\$0.00
TOTAL FOR M0737 173147	\$1,595,880.71	\$0.00

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 07/13/2023

Contract#: 173147
REF#: 014

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 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Linden Lane RTH. |
| M0737 | 2 These funds are for MHS 12 Services. B) The funds subject to this special condition will be disbursed to Contractor upon receipt of quarterly invoices from 7/1/2023-12/31/2023. |
| M0737 | 3 These funds are for MHS 20 for Supported Housing Services at Hillside Villa. |
| M0737 | 4 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of \$465.27 per month per slot for up to 2 slots. |
| M0737 | 5 A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26, 27, 28, 30, 34 and 36 from 07/01/2023 to 12/31/2023 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 07/13/2023

Contract#: 173147
REF#: 014

as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

RIGHT OF WAY DEDICATION

KNOW ALL BY THESE PRESENTS, that **Bob Young and Pam Young**, do hereby grant and dedicate, as grantor, to **Polk County**, a political subdivision of the State of Oregon, Grantee, for use as public roads forever the real property described and shown in Exhibit "A" attached and made part of this document.

TO HAVE AND TO HOLD the above described and granted premises unto said **Polk County**, a political subdivision of the State of Oregon, its successors and assigns forever.

The true consideration of this conveyance is for Seventeen Hundred Fifty and no/100 Dollars (\$1,750.00) and other value given, the receipt of which is hereby acknowledged by GRANTOR

IN WITNESS WHEREOF, he has hereunto set his hand and seal this 14 day of August, 2023.


Bob Young

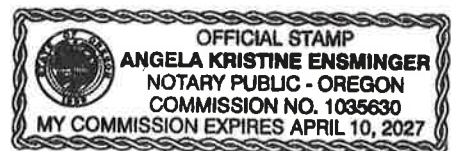

Pam Young

STATE OF OREGON)
 Wallowa) ss
COUNTY OF ~~POLK~~)

On this 14 day of August, 2023, personally appeared before me

Bob Young and Pam Young whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this instrument and acknowledged that he executed the same.


NOTARY PUBLIC FOR OREGON



POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

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;

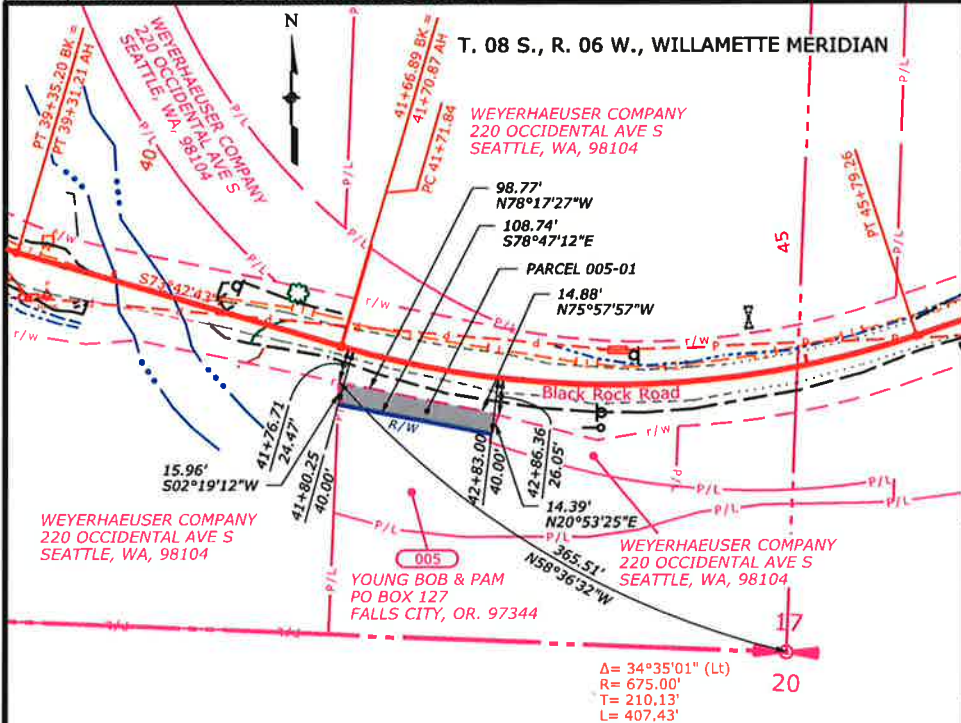
Thence, N 20°53'25" E a distance of 14.39 feet, along said eastern property boundary of the property owned by Bob and Pam Young, to a calculated point 26.05 feet right of Engineer's centerline Station 42+86.36 and lying on said southern right of way boundary of Black Rock Road;

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 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.

17 February 2023 11:50 AM c:\gm-work\0369076\or-a5300161_exb.dgn (005)



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

Scale in feet
50 25 0 50 100

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 005 - Young Bob & Pam
PO Box 127
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: 0.10

Existing ROW this Exhibit: 0.06

Acquired ROW this Exhibit: 0.04

Const. Easement this Exhibit: 0

Sheet 1 of 1

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS, that **Michael J. Allen and Sheryle M. Lowery**, hereinafter called the GRANTOR, do hereby grant unto **Polk County** a political subdivision of the state of Oregon, hereinafter called the County, its successors in interest and assigns, a temporary construction easement, including the right to construct road improvements including drainage facilities, stream channel improvements and for construction staging on the real property described and shown in Exhibit "A", attached and made part of this document.

GRANTOR does hereby bargain, sell, convey, transfer, and deliver unto County a temporary construction easement and right-of-way upon, across, and under so much of the aforesaid land as described in Exhibit "A".

It being understood that said temporary easement is only for the excavation, placement and construction of said road and street improvements, associated facilities and stream channel improvements for the period of three (3) years from the date of grantor signature hereon.

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the County. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the County.

Upon completion of the construction, the County shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.


The true consideration of this conveyance is Seven Hundred Seventy and No/100 Dollars (\$770.00) and other value given, the receipt of which is hereby acknowledged by GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 16th day of August, 2023.



Michael J. Allen



Sheryle M. Lowery

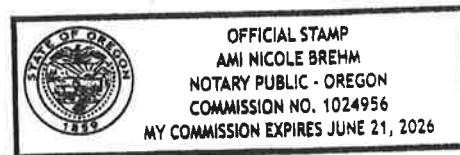
STATE OF OREGON)
) ss
COUNTY OF POLK)

On this 16th day of August, 2023, personally appeared before me

Michael J. Allen and Sheryle M. Lowery, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names are subscribed to this instrument and acknowledged that he executed the same.



NOTARY PUBLIC FOR OREGON



POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

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;

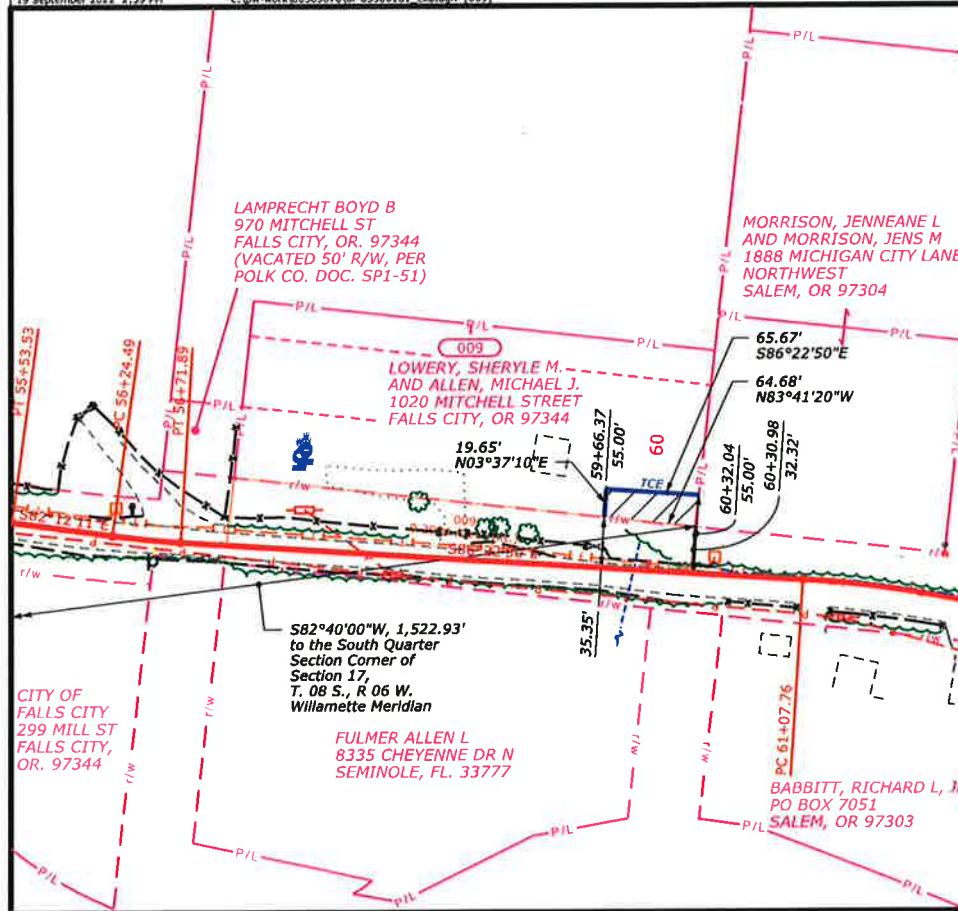
Thence, leaving the northern right of way of Mitchell Street, N 03°37'10" E, a distance of 19.65 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 59+66.37;

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.

19 September 2022 2:59 PM c:\pwwork\0362076\or-a5300161_exb.dgn (009)



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



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 009 - Lowery, Sheryle M. and Allen, Michael J.

T.08S. R.06W., Willamette Meridian
Section 17: SW¼SE¼

Right-of-Way In Acres

Total ROW this Exhibit: 0.30

Existing ROW this Exhibit: 0.30

Acquired ROW this Exhibit: N/A

Const. Easement this Exhibit: 0.03

Sheet 1 of 1

EXHIBIT A

RIGHT OF WAY DEDICATION

KNOW ALL BY THESE PRESENTS, that **Jinneane L. and Jens M. Morrison**, do hereby grant and dedicate, as grantor, to **Polk County**, a political subdivision of the State of Oregon, Grantee, for use as public roads forever the real property described and shown in Exhibit "A" attached and made part of this document.

TO HAVE AND TO HOLD the above described and granted premises unto said **Polk County**, a political subdivision of the State of Oregon, its successors and assigns forever.

The true consideration of this conveyance is for **Twenty-Two Thousand Nine Hundred and No/100 Dollars (\$22,900.00)** and other value given, the receipt of which is hereby acknowledged by GRANTOR

IN WITNESS WHEREOF, he has hereunto set his hand and seal this 14 day of August, 2023.

Jens M. Morrison

Jens M. Morrison

Jinneane L. Morrison

Jinneane L. Morrison

STATE OF OREGON)
) ss
COUNTY OF POLK)



On this 14 day of August, 2023, personally appeared before me

Jens M. Morrison and Jinneane L. Morrison, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

Robert David Feinauer

NOTARY PUBLIC FOR OREGON

POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

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;

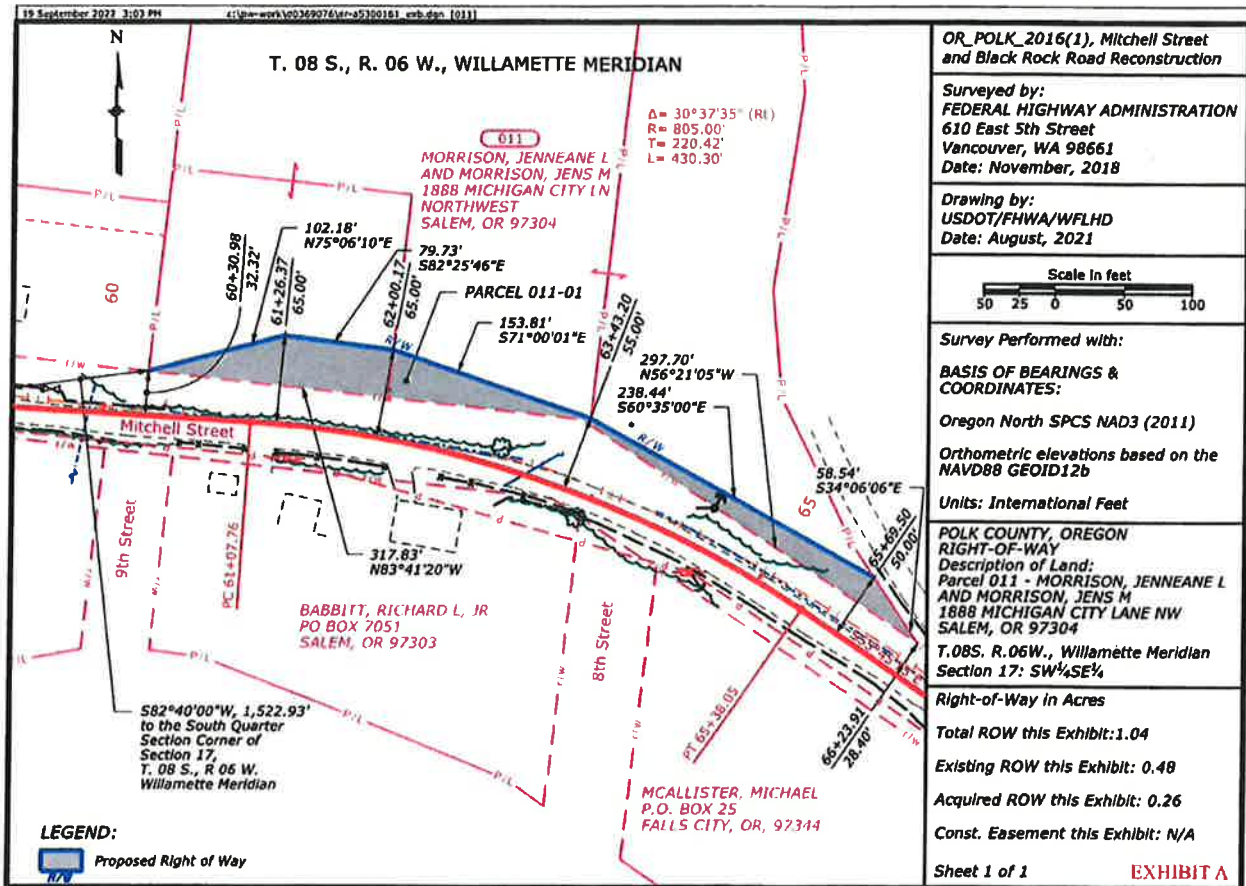
Thence, along the eastern property line, S 34°06'06" E, a distance of 58.54 feet, to a calculated point 28.40 feet left of Engineer's centerline Station 66+23.91 and lying on the northern right of way boundary of Mitchell Street;

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.

19 September 2021 3:07 PM c:\p\work\00369076\mr-a5100181_cvb.dgn [011]



**RIGHT OF WAY DEDICATION and
TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS that **Allen L. Fulmer**, does hereby grant and dedicate, as grantors, to **Polk County**, a political subdivision of the State of Oregon, Grantee, for use as public roads forever the real property described and shown in Exhibit "A" attached and made part of this document.

TO HAVE AND TO HOLD the above described and granted premises unto said **Polk County**, a political subdivision of the State of Oregon, its successors and assigns forever.

GRANTOR does also hereby bargain, sell, convey, transfer, and deliver unto County a temporary construction easement and right-of-way upon, across, and under so much of the aforesaid land as described and shown in Exhibit "A".

It being understood that said temporary easement is only for construction activities required for reconstruction of the roadway granted by this easement for the period of three (3) years from the date of GRANTOR signature hereon.

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the County. No building or utility shall be placed upon, under, or within the property subject to the temporary construction easement during the term thereof, however, without the written permission of the County.

Upon completion of the construction, the County shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is for **Eleven Thousand One Hundred and No/100 Dollars (\$11,100.00)** and other value given, the receipt of which is hereby acknowledged by GRANTOR

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of August, 2023.

Allen L. Fulmer
Allen L. Fulmer
Allen

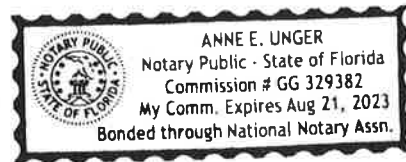
STATE OF FLORIDA)
) ss
COUNTY OF Pinellas)

On this 18th day of August, 2023, personally appeared before me

Allen
~~Alan~~ L. Fulmer, whose identity is personally known to me (or proved to me on the basis
of satisfactory evidence) to be the _____ for the _____, and
acknowledged that he executed the same. FL DL F456-012-30-179-0

Anne E. Unger
NOTARY PUBLIC FOR FLORIDA

My Commission Expires: 8/21/2023



POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

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;

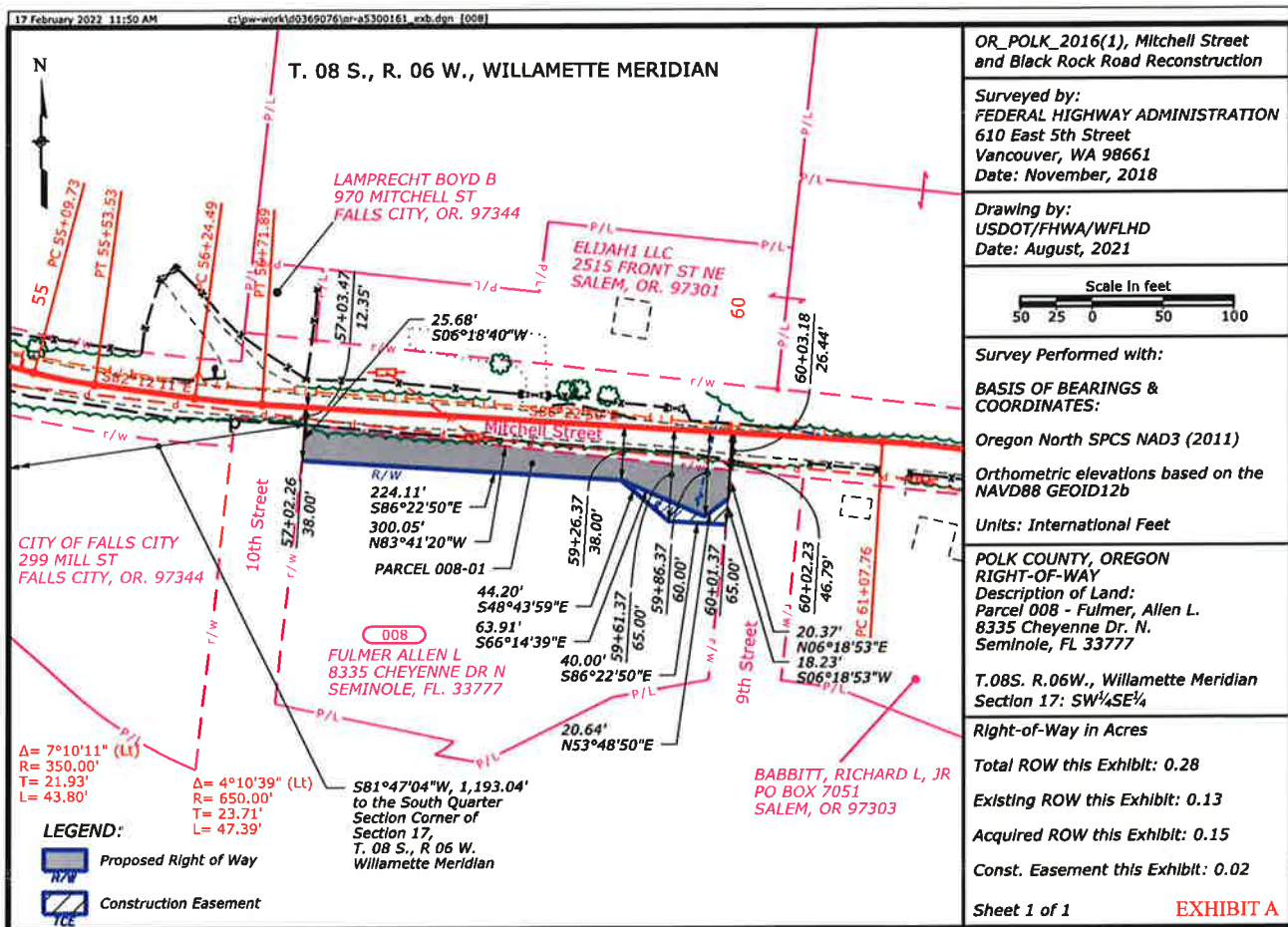
Thence, along said western right of way of 9th Street, N 06°18'53" E, a distance of 18.23 feet, to a calculated point 46.79 feet right of Engineer's centerline Station 60+02.23;

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.

17 February 2022 11:50 AM c:\pwworks\00369076\p-a5309161_exb.dgn [008]



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

Scale in feet
50 25 0 50 100

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 008 - Fulmer, Allen L.
8335 Cheyenne Dr. N.
Seminole, FL 33777

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: 0.28

Existing ROW this Exhibit: 0.13

Acquired ROW this Exhibit: 0.15

Const. Easement this Exhibit: 0.02

Sheet 1 of 1

EXHIBIT A



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Behavioral Health Consent Calendar Date: September 13, 2023
Contractor Name: Oregon Family Support Network
Address: 4275 Commercial Street SE Suite 180
City, State, Zip: Salem, OR 97302
Effective Dates - From: July 01, 2023 Through: June 30, 2024
Contract Amount: Varies

Background:

Oregon Family Support Network has agreed to provide Peer Support services to referred Polk County Behavioral Health individuals.

Discussion:

Oregon Family Support Network as a service provider has been cleared to work through a review of State Peer Support licensing. Peer Support is a criteria of the Wraparound model to meet fidelity for Polk County. Providing these services is part of best practice.

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this agreement with Oregon Family Support Network.

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

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	06/29/23
CONTRACTOR	OREGON FAMILY SUPPORT NETWORK 4275 COMMERCIAL STREET SE SUITE 108 SALEM, OR 97302 ID#: 93-1114601
CONTACT PERSON:	SANDY BUMPUS
SERVICES PROVIDED:	To provide peer to peer services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2023 THROUGH JUNE 30, 2024
BUDGET LINE #:	240-8540-540-M81
DOLLAR AMOUNT:	VARIES
TERMS:	Rates per Exhibit B
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY FISCAL DEPARTMENT IMMEDIATELY OF ANY CONTRACT TERMINATION

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

**OREGON FAMILY SUPPORT NETWORK
4275 COMMERCIAL STREET SE, SUITE 108
SALEM, OR 97302
ID#: 93-1114601**

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 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: Scope of Work

CONTRACTOR

Sandra Blum 8/24/23
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 OREGON FAMILY SUPPORT NETWORK

1. DEFINITIONS:

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

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

- 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 2.1 of this BA Agreement, to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR: Except as otherwise limited in this BA Agreement, CONTRACTOR may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of the COUNTY as specified in the Polk County Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

4. OBLIGATIONS OF THE COUNTY:

1. 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.
2. 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.
3. 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:

1. 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.
2. Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
 - a. Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section 16.B1 of the Polk County Agreement; or
 - b. Provide an opportunity for CONTRACTOR to terminate this BA Agreement and the Polk County Agreement within the timeline specified in Section 16 of the Polk County Agreement. At the direction of its Board of Directors, the COUNTY may

terminate this BA Agreement and the Polk County Agreement as permitted in Section 16 of the Polk County Agreement if CONTRACTOR has not cured the breach upon conclusion of the technical assistance and corrective action described in paragraph (i.) of this section; or

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

3. Effect of Termination.

- a. 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.
- b. 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:

- 1. 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.
- 2. 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.
- 3. Survival. The respective rights and obligations of CONTRACTOR under Section 6.C of this BA Agreement shall survive the termination of this BA Agreement.

4. 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:

1. 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.
2. 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);
 - a. Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
 - b. Report to the COUNTY any security incident of which it becomes aware.
 - c. Authorize termination of the contract by the COUNTY, if the COUNTY determines that the business associate has violated a material term of the contract.
3. Part II. Other arrangements: When the COUNTY and the CONTRACTOR are both governmental entities, the COUNTY is in compliance with the requirements if:
 - a. It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or

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

EXHIBIT B:
SCOPE OF WORK

- A. The family support specialist provides support, encouragement and assistance to mental health consumers referred to Contractor by County Behavioral Health and Addictions Services. The specialist promotes activities that foster recovery and empowerment by sharing their personal experiences, and by modeling self-help and wellness activities. The family support specialist is a consumer advocate who facilitates linkage to needed services and activities.
1. The family support specialist shall participate as an active part of the individual treatment team, and provide expertise and consultation to the team to promote a culture in which each of the individual's point of view and preferences are recognized, respected, and integrated into decisions affecting the individuals. The family support specialist will work under joint supervision of a qualified clinical supervisor and Oregon Family Support Network staff;
 2. The family support specialist shall provide empathy, insight, and support to individuals using a strength-based approach; supports individuals voice and choice by coaching individuals in effective advocacy;
 3. Provides modeling and support to individuals so they can lead and effectively participate in their treatment team meetings;
 4. Support individual to build natural supports and community connections;
 5. Assists individuals and their team (treatment provider(s), family, and natural supports) to develop a person centered plan, including wellness and recovery goals;
 6. Assist individuals in obtaining services;
 7. Provides information regarding referral requirements for various programs and provides assistance and support during any application process;
 8. Provides information and supportive navigation of the behavioral health system, including answering phone inquiries, providing information, coaching on how to access services and supports of all kinds;
 9. Providing assistance in connecting with peer and community resources;
 10. Actively participates in assisting individuals to strengthen linkages to community and peer delivered services, including linkages to transportation, housing, education, and employment;

11. Promotes those activities that foster recovery and empowerment by sharing their personal experiences, modeling self-help and wellness activities;
 12. County must receive required documentation as required by the State of Oregon or this agreement for each Contractor employee prior to that employee providing services to referred individuals under this agreement. This may include but is not limited to name, NPI number, required state certifications (Including that required by Oregon's Office of Equity and Inclusion), date of birth, and social security number;
 13. Referrals will be assigned within 7 business days from time of receipt;
 14. Documentation must be typed and submitted on the approved template monthly, no later than the 10th of the month following services. Late submission may not be paid;
 15. Invoices must be submitted monthly, no later than the 10th of the month following services. Late invoices will not be paid.
- B. Both parties agree that this list of duties may not be inclusive.
- C. Tele-health services may be provided by Contractor as permitted by the Oregon Health Authority.

RATES

- A. County will pay a rate of \$20.50 per 15 minute unit of billable service per client. Monthly clinical consultation meetings are required and will be paid at \$82.00 per meeting per Family Support Specialist attending. Family Support Specialist services will be driven by County's treatment plan and will be reviewed as necessary.
- B. Only services for individuals referred to Contractor by authorized County personnel will be payable under this agreement.
- C. All agreed upon documentation must be complete and accurate for each individual as well as reviewed and approved by authorized County personnel.
- D. Each service must be a billable service for each individual served. County must have complete and accurate records received and entered into the Electronic Health Record (EHR) system before an invoice is paid to Contractor for case rate.
- E. Contractor may invoice admin overhead at 10% of billed charges.
- F. After documentation has been entered for each individual in County's EHR system and deemed as an approved billable service, County will honor a monthly invoice provided by Contractor.