

POLK COUNTY BOARD OF COMMISSIONERS

DATE: February 28, 2024
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 Extension Service District will be meeting at 9:30 am on March 6, 2024. The meeting will be in the main conference room located on the first floor of 850 Main St Dallas OR 97338.**
3. **COMMENTS (for items not on this agenda and limited to 3 minutes)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM February 21, 2024**
6. **APPROVAL OF CONSENT CALENDAR**
7. **FAMILY & COMMUNITY OUTREACH UPDATE – Brent DeMoe**

CONSENT CALENDAR

- (a) **Polk County Contract No. 24-28, Oregon Department of Human Services
(Rosana Warren, Health Services)**
- (b) **Polk County Contract No. 24-29, Oregon Health Authority
(Rosana Warren, Public Health)**
- (c) **Polk County Contract No. 24-30, Capacity Building Partnerships
(Rosana Warren, Public Health)**

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

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES February 21, 2024

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 and Commissioner Gordon 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 Polk Extension Service District will be meeting at 9:30 am on March 6, 2024. The meeting will be in the main conference room located on the first floor of 850 Main St Dallas OR 97338.

3. COMMENTS

Mandy Strauss wanted to provide a public comment in regards to the Sheriff Update to the Board that was provided to the Board but he did not complete his yearend report and would like the Board to encourage the Sheriff to finish it and get it posted to the website. Mrs. Strauss also wanted to talk about the process of handling a complaint and she explained it the way she understands it and Morgan Smith stated that is not how he understands the legal language of the process and didn't want to take away from her 3 minutes by debating with her.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF February 14, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF February 7, 2024. COMMISSIONER POPE CHOSE TO ABSTAIN DUE TO BEING ABSENT.

MOTION PASSED BY VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. LENGTH OF SERVICE AWARDS

The Polk County Board of Commissioners and staff would like to recognize the following employees for their length of service:

- Amanda Golden, 15 years of service
- Tammi Traglia, 10 years of service

8. POLK COUNTY RESOLUTION NO 24-03

Darren Blackwell, Polk County Surveyor, presented Polk County Resolution No. 24-03 to the Board and staff. Mr. Blackwell stated that this was to initiate the road vacation for the remainder of Morris Road. Mr. Blackwell provided background information on the road vacation and explained why they were initiating this process. Commissioner Mordhorst asked a clarifying question for the record and Morgan Smith, County Counsel, answered his question.

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE POLK COUNTY RESOLUTION NO 24-03.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

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

- (a) Polk County Contract No. 24-27, North Santiam Paving Co.
(Todd Whitaker, Public Works Director)
- (b) Polk County Order No. 24-02, Ratify the Hearings Officer's Decision on the appeal of Polk County Planning File CU 23-06
(Eric Knudson, Community Development Associate Planner)

At 9:06 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2) (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (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 9:38 a.m. and Commissioner Pope directed staff to move forward as directed in the executive session and the meeting was adjourned.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: February 28, 2024

PROGRAM OVERVIEW

The Polk County School-Based Mental Health program has partnered with local school districts for over 20 years to offer **prevention-focused mental health supports** to youth to address any barriers that are preventing youth from coming to school and being successful.

School-based services are designed with input from the District Superintendent, building Administrator and teaching/support staff to best meet the unique needs at each school.

ALL SERVICES are provided free to the youth through school district budgets. This year, many of our partnering districts are facing budget shortfalls which means cuts to this needed program. One district in particular is facing a \$3.2 Million cut and is considering cutting half of the School-Based Mental Health team.

Additional funding would aid in avoiding a gap in services for this upcoming academic year to sustain necessary positions.

The School-Based Mental Health team is embedded in the Polk County Community Resource Center and brings an in-depth knowledge of local community resources and services to schools. Each staff person is able to help students and their families connect with needed services ranging from health and housing to various other resources addressing health related social needs.

Our vision is to help all people feel empowered and healthy.



2022-2023 POLK COUNTY SCHOOL BASED MENTAL HEALTH REPORT

7 Full-time Master's level staff
9 Full-time Bachelor's level staff
servicing rural Polk County school districts:

- Central School District
- Dallas School District
- Perrydale School District
- Kings Valley Charter School
- Falls City School District



12,900+

FREE visits completed in the student's school setting, both individual and group

NEW

The addition of 2 Resource Connectors has been a great support for the team. We had over 500 visits with families and students working to connect them with community supports.

Most common referrals are:

- Housing & Basic Needs
- Family Enrichment
- Mental and Physical Health services

VISIT STATISTICS

1,368 STUDENTS SERVED ON AN ONGOING BASIS

Referral Sources:

- School staff member: 49%
- Parent: 18%
- Self Referral: 18%
- SBMH Team Identified: 15%



MOST COMMON VISIT FOCUS AREAS

- 40% Emotional Regulation
- 28% Rapport Building
- 16% Wellness Room

"I don't have sufficient words to thank you for the support you've offered (student name) throughout his elementary school experience including on his more difficult/reluctant days. He needed a consistent, calm, and caring presence and that was you. I've become ever more aware of what they mean when they say it takes a village. You will forever be a part of (Student Name)'s village. You were integral to his growth."

— Parent of client

SUICIDE SCREENINGS COMPLETED

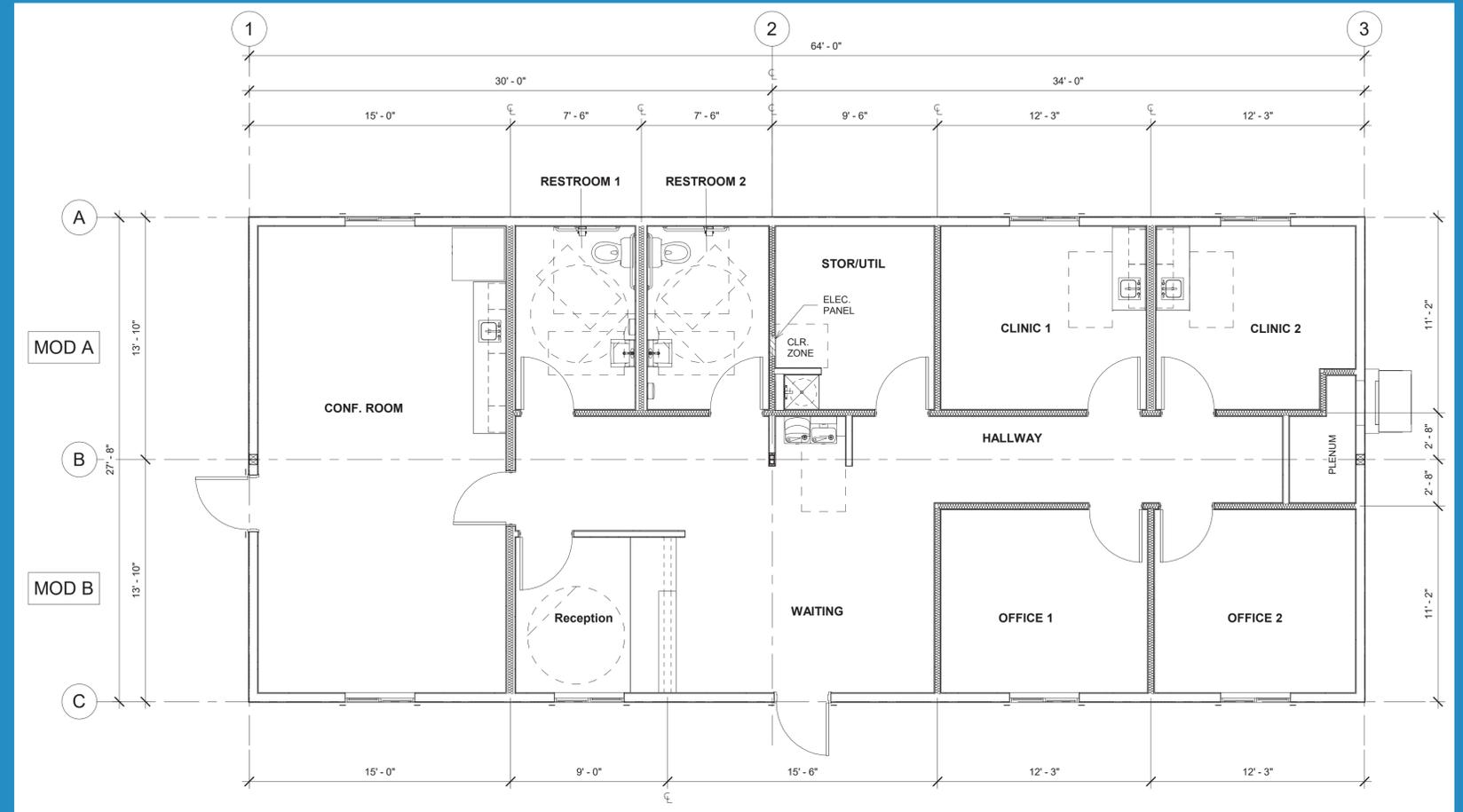
Level 1 Screenings
 Level 2 (Crisis)

	High Schools	Middle Schools	Elementary Schools	Totals
Level 1 Screenings	146	143	52	341
Level 2 (Crisis)	20	6	0	26

Welcome!

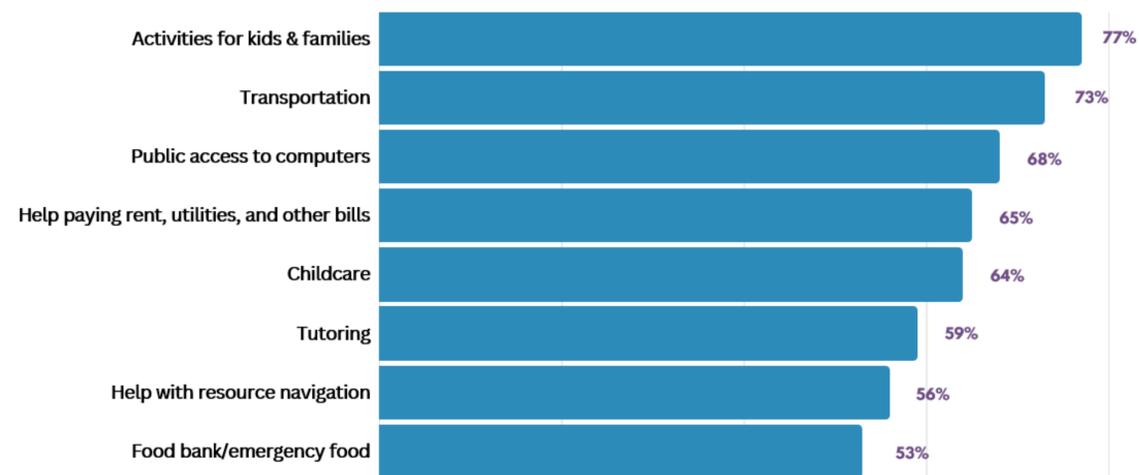
The Falls City Health Committee Welcomes You to Share Your Feedback!

What kinds of resources should we prioritize for the new Falls City resource center?



Building Floor Plan

Resource Needs in Falls City Area



Results from the Falls City Health Barriers and Access Survey (2022)



Falls City Community Health Site Plan



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: HS: Developmental Disabilities Consent Calendar Date: February 28, 2024
Contractor Name: Oregon Department of Human Services
Address: 500 Summer St NE, E-09
City, State, Zip: Salem, OR 97301
Effective Dates - From: February 01, 2024 Through: February 28, 2025
Contract Amount: \$198,704.14

Background:

Office of Developmental Disabilities Services (ODDS) has \$10 million in ARPA funds set aside for Emergency Preparedness, but is unable to distribute the funds on their own to consumers directly within the Federal timeframe to expend funds and opened a one-time funding opportunity to Case Management Entities (CMEs) to distribute said funds to their members. Polk County applied to that funding grant and this contract is the award.

Discussion:

This ARPA Emergency Preparedness Grant is one time funding for Emergency Preparedness specifically to support DD clients receiving services, sites that house DD clients receiving services, or other designated emergency hub sites with emergency equipment and supplies. The goal is that Polk will support DD clients to become prepared for emergencies where there are power outages or limited travel for essential supplies within their homes or at designated sites. Funded expenses include the purchase of power equipment, such as portable generators and power stations, emergency supplies, as appropriate and 10% for administrative costs.

Fiscal Impact:

The total award amount is \$198,704.14 for FY 24-25. Partial funding to be awarded after execution with the remaining amount awarded after the new fiscal year. Funds will be primarily for direct supply purchase for clients with only 10% of funding allocated to administrative costs, which will help offset

Recommendation:

It is recommended that Polk County sign this ARPA Emergency Preparedness Grant with the Oregon Department of Human Services through its Office of Developmental Disabilities Services.

Copies of signed contract should be sent to the following:

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



Oregon

Tina Kotek, Governor

Oregon Department of Human Services
Office of Developmental Disabilities Services
oddsarpa.funding@odhsoha.oregon.gov



January 24, 2024

ODDS Emergency Response Grant Award Notice

Thank you for submitting an application for the Office of Developmental Disabilities Services (ODDS) Emergency Response grant.

Polk County has been awarded a grant of **\$198,704.17**

Up to 10% (**\$19,870**) may be used for administrative expenses.

These funds will be disbursed through the Express Payment and Reporting System (eXPRS) in two payments as outlined in your application materials (attached).

This one-time Emergency Response funding is intended to prepare individuals with intellectual and/or developmental disabilities (IDD) for emergencies.

Allowable Expense Categories for Grant Funding:

- 1. Administrative expenses:** CMEs may use up to 10% of emergency response funds for administrative costs.
- 2. Emergency hub:** CMEs may use emergency response funds for providers and CME locations that will serve as an emergency hub.
- 3. Power equipment:**
 - **Portable generators:** powered by gas or diesel fuel to create usable electricity. *Note: whole house generators, equipment installation, maintenance and ongoing subscriptions for fuel are disallowed expenses.*
 - **Power stations:** portable batteries for backup emergency power storage.

Funds for portable generators and power stations are limited to:

- up to \$2,000 per person
- up to \$5,000 per service location or emergency hub

Any combination of power equipment can be purchased within these limits.

“Safety, health and independence for all Oregonians”
An Equal Opportunity Employer

Emergency supplies are supplies to prepare for emergency situations that a household or service location may need in the event of an emergency. Funds for emergency supplies are limited to:

- up to \$300 per person
- up to \$3,000 per service location
- up to \$5,000 per emergency hub

Disallowable expenses

- ARPA funds cannot supplant existing funding and services that can be billed to Medicaid or other insurance.
- ARPA funds are not allowed to fund retroactive expenses incurred prior to the disbursement of funds.
- Whole house generators, equipment installation, maintenance, and ongoing subscriptions for fuel.

Grant Reporting Schedule

Progress Expenditure report	Due no later than <u>June 30, 2024</u>
Final Expenditure report	Due <u>March 1, 2025</u>

Funding requirements

Every CME awarded funds will be required to:

- Maintain records for audits
- Spend grant funds by March 1, 2025
- Report on grant expenditures by March 1, 2025
- Return to ODHS any unspent grant funds at the time of final reporting

Reservation of ODHS Rights:

ODHS reserves all rights regarding this Agreement, including, without limitation, the right to amend or extend the term of any Agreement that is issued as a result of this grant.

Signature: _____ **Date:** _____

ODDS will accept scanned or authenticated digital signatures only.

If you have questions regarding this grant, please contact the ODDS ARPA Special Projects Team at ODDSARPA.funding@odhsoha.oregon.gov.

Thank you for your partnership with ODDS and dedication to serving Oregonians with Intellectual/Developmental Disabilities.

“Safety, health and independence for all Oregonians”
An Equal Opportunity Employer



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Public Health Consent Calendar Date: February 28, 2024
Contractor Name: Oregon Health Authority
Address: 635 Capitol Street NE, Room 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: December 01, 2023 Through: June 30, 2024
Contract Amount: \$18,794.69

Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This contract is the sixth amendment to the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

Discussion:

This sixth Amendment is a simple amendment that provides funding to Program Element 12-01 PH Emergency Preparedness in the amount of \$7,797.69, which is a small increase from last FY and Program Element 10-02 Sexually Transmitted Diseases in the amount of \$11,000.00, which are additional rollover/unspent funds from FY 23, for a total amendment award amount of \$18,794.69.

Fiscal Impact:

The total for this amendment is \$18,794.69 for FY24, which is money that will be used to continue program services for the respective programs.

Recommendation:

It is recommended that Polk County sign amendment 6 to IGA 180027 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: _____
Name: _____ E-mail: _____

Agreement #180027



**SIXTH AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Sixth Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Polk County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

1. This Amendment is effective on **December 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. **Signatures.**

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

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Polk County Street: 182 SW Academy, Suite 302 City: Dallas State: OR Zip: 97338-1900	2) Issue Date Friday, December 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$111,703.00	\$0.00	\$111,703.00
PE01-10	OIP - CARES	\$137,731.57	\$0.00	\$137,731.57
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$179,384.60	\$11,000.00	\$190,384.60
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$85,483.00	\$7,794.69	\$93,277.69
PE13	Tobacco Prevention and Education Program (TPEP)	\$175,528.95	\$0.00	\$175,528.95
PE40-01	WIC NSA: July - September	\$55,416.00	\$0.00	\$55,416.00
PE40-02	WIC NSA: October - June	\$166,250.00	\$0.00	\$166,250.00
PE40-05	Farmer's Market	\$2,000.00	\$0.00	\$2,000.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$3,251.00	\$0.00	\$3,251.00
PE42-04	MCAH Babies First! General Funds	\$10,394.00	\$0.00	\$10,394.00
PE42-06	MCAH General Funds & Title XIX	\$6,100.00	\$0.00	\$6,100.00
PE42-11	MCAH Title V	\$34,599.00	\$0.00	\$34,599.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,960.00	\$0.00	\$2,960.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-13	Family Connects Oregon	\$67,305.00	\$0.00	\$67,305.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$25,625.00	\$0.00	\$25,625.00
PE43-05	OIP Bridge COVID	\$23,383.00	\$0.00	\$23,383.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$77,000.00	\$0.00	\$77,000.00
PE46-05	RH Community Participation & Assurance of Access	\$24,234.80	\$0.00	\$24,234.80
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$12,678.00	\$0.00	\$12,678.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$515,304.00	\$0.00	\$515,304.00
PE51-03	ARPA WF Funding	\$17,461.00	\$0.00	\$17,461.00
PE51-05	CDC PH Infrastructure Funding	\$72,359.08	\$0.00	\$72,359.08
		\$1,867,668.82	\$18,794.69	\$1,886,463.51

Footnotes and Comments on the following pages.

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.

Comments on following page.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-10	10/2023: rollover unspent SFY23 funds of \$137,731.57
PE10-02	11/2023: Rollover of additional unspent SFY23 funds of \$11,000 10/2023: rollover unspent SFY23 funds of \$28,130.60
PE12-01	8/2023: \$350 award for In-Person PHEPR/OHA Meeting and Listening Session Travel Award 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2023: rollover unspent SFY23 funds of \$166,886.10 9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$11,083 must spent on Nutrition Ed; \$1,659 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$33,250 must be spent on Nutrition Ed, \$4,977 on BF Promotion.
PE40-05	10/2023: Prior Comment dated 7/2023 Null and Void. 7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE42-13	11/2023: SFY24 Nurse workforce development funds of \$10,000 and HDHP funds of \$7,305
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funding total is split over 60 months for the period of 12/1/22-11/30/27.

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

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE10-02 Sexually Transmitted Disease (STD)

Federal Award Identification Number:	NH25PS005149
Federal Award Date:	07/13/23
Budget Performance Period:	01/01/2023-01/31/2024
Awarding Agency:	CDC
CFDA Number:	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	\$3,501,895.00
Project Description:	STD Prevention & Control
Awarding Official:	Cassandra Davis
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53192
Index:	50403

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$190,384.60	\$190,384.60

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	06/07/23	06/07/23
Budget Performance Period:	07/01/2023-06/30/2024	07/01/2023-06/30/2024
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,466,536.00	8,466,536.00
Project Description:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves	Ms. Sylvia Reeves
Indirect Cost Rate:	18.06	18.06
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53628	53517
Index:	50407	50407

Agency	UEI	Amount	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$85,483.00	\$7,794.69	\$93,277.69



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Public Health Consent Calendar Date: February 28, 2024
Contractor Name: Capacity Building Partnerships
Address: 5511 S. Hood Avenue
City, State, Zip: Portland, OR 97239
Effective Dates - From: February 01, 2024 Through: May 31, 2024
Contract Amount: \$36,310.00

Background:

The County received funds from the Oregon Health Authority under BM 108 through IGA 180027 (No. 23-190), as well as the PH modernization initiative to provide equitable health care access to all Polk County residents. Part of the agreement was to assess and develop plans to improve said access.

Discussion:

This agreement with Capacity Building Partnerships is to develop a five year Health Equity Plan to address the equity gaps identified by the recently completed Health Equity Assessment that will lead to a strategic approach to supporting the community.

Fiscal Impact:

The total amount for this agreement is \$36,310, which is covered through the awarded amount to PE 13-01, which is a net zero fiscal impact.

Recommendation:

It is recommended that Polk County sign this agreement with Capacity Building Partnerships.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY PUBLIC HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	FEBRUARY 12, 2024
CONTRACTOR	CAPACITY BUILDING PARTNERSHIPS 5511 S. HOOD AVENUE PORTLAND, OR 97239 EIN: 83-3249182
CONTACT PERSON:	MARIA LISA JOHNSON
SERVICES PROVIDED:	To develop a Healthy Equity Plan as outlined in Exhibit B for Polk County Health Services.
EFFECTIVE DATES:	FROM FEBRUARY 01, 2024 THROUGH MAY 31, 2024
BUDGET LINE #:	235-8540-525-PH13
DOLLAR AMOUNT:	\$36,310.00 max
TERMS:	Service Rates per Exhibit B.
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATION

HS.CONTRACTS@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

**POLK COUNTY
PUBLIC HEALTH
182 SW ACADEMY STREET
DALLAS, OR 97338
EIN: 93-6002310**

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

**CAPACITY BUILDING PARTNERSHIPS
5511 S. HOOD AVENUE
PORTLAND, OR 97239
EIN: 83-3249182**

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 February 1, 2024, and ending May 31, 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.

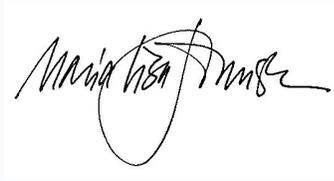
- C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving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

CONTRACTOR



02/23/24

Signature

Date

Title: Consultant Partner
Capacity Building Partnerships

COUNTY

Chair

Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and CAPACITY BUILDING PARTNERSHIPS

1. DEFINITIONS:

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

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

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

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.

or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.

- G. In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.
 - H. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY available to the COUNTY or to the *Secretary of the Department of Health and Human Services*, in a time and manner agreed between the COUNTY and CONTRACTOR or designated by the Secretary, for purposes of the Secretary determining the COUNTY'S compliance with the Privacy Rule.
 - I. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
 - J. CONTRACTOR agrees to provide to the COUNTY or an Individual, in the time and manner necessary for reasonable compliance, information collected in accordance with section 2.A of this BA Agreement, to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR: Except as otherwise limited in this BA Agreement, CONTRACTOR may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of the COUNTY as specified in the Polk County Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.
4. OBLIGATIONS OF THE COUNTY:
- A. The COUNTY shall notify CONTRACTOR of any limitation(s) in the *Notice of Privacy Practices* of the COUNTY in accordance with 45 CFR § 164.520, to the extent that

such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.

- B. The COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
 - C. The COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that the COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.
5. PERMISSIBLE REQUESTS BY THE COUNTY: The COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the COUNTY except if such use or disclosure is permitted under the Agreement between the COUNTY and CONTRACTOR.
6. TERM AND TERMINATION:

- A. Term. This BA Agreement shall be effective as of February 01, 2024, and shall terminate when all of the Protected Health Information provided by the COUNTY to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COUNTY, is destroyed or returned to the COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
 - i. Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section III (P) of the Polk County Agreement; or
 - ii. Provide an opportunity for CONTRACTOR to terminate this BA Agreement and the Polk County Agreement within the timeline specified in Section III of the Polk County Agreement. At the direction of its Board of Directors, the COUNTY may terminate this BA Agreement and the Polk County Agreement as permitted in Section III of the Polk County Agreement if CONTRACTOR has not cured the

breach upon conclusion of the technical assistance and corrective action described in paragraph (i.) of this section; or

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

C. Effect of Termination.

- i. Except as provided in paragraph (ii.) of this section, upon termination of this BA Agreement, for any reason, CONTRACTOR shall return or destroy all Protected Health Information received from the COUNTY, or created or received by CONTRACTOR on behalf of the COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- ii. In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to the COUNTY written notification of the conditions that make return or destruction infeasible. Upon written acknowledgement by the COUNTY that the return or destruction of Protected Health Information is infeasible, CONTRACTOR shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS:

- A. Regulatory References. References in this BA Agreement to the Privacy Rule or any section of the Privacy Rule means the Privacy Rule or section as in effect or as amended.
- B. Amendment. The COUNTY and CONTRACTOR agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for the COUNTY to comply with the requirement of the Privacy Rule and HIPAA.
- C. Survival. The respective rights and obligations of CONTRACTOR under Section 6.C of this BA Agreement shall survive the termination of this BA Agreement.
- D. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the COUNTY to comply with the Privacy Rule. In the event of any inconsistency between

the provisions of this BA Agreement and the mandatory provisions of the Privacy Rule, the Privacy Rule shall control. Where laws in the State of Oregon or other federal law is more stringent than the Privacy Rule, the more stringent Oregon or federal law shall control.

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

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

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

**EXHIBIT B:
STATEMENT OF WORK**

1. BACKGROUND

Contractor shall develop a strategic 5 Year Health Equity Plan that includes all Polk County Health Services (Behavioral Health, Developmental Disabilities, Administration and Public Health). The plan shall address equity gaps identified by the recently completed Health Equity Assessment. Contractor shall complete this through a 5 month planning timeline with a completion date of May 31, 2024.

Contractor's 5 Year Health Equity plan shall provide organizational and leadership development services to build both skill and strength for collective and transformative change within communities and workplaces. Contractor shall work with federal, state, municipal, labor and community-based organizations. The following outlines how Capacity Building Partnerships will fulfill their proposal to Polk County Public Health's Request for Proposals for a 5-Year Health Equity Plan through their consulting services for this data driven strategic planning with a focus on health equity.

2. SCOPE AND TIMELINE

Contractor's planning process shall include the following phases of work:

- A. **Discovery:** including information gathering meetings with key leaders, a review of the Health Equity Assessment and other pertinent documents.
- B. **Planning Retreat:** Facilitation of a focused day-long planning retreat with up to 20 staff representative of the various health service departments, including administration. The objective of this retreat is to support the group in prioritizing broad goals and initial strategies in response to organizational opportunities and identified equity gaps.
- C. **Ad-hoc planning meetings:** Facilitation of 5-7 focused work sessions with an ad hoc planning team. The purpose of these meetings is to refine strategic language and develop high level metrics and benchmarks to help track progress.
- D. **A completed Health Equity Plan:** including the design of both public and internal facing versions. The public facing version typically will contain less detail than the internal planning tool. Design of both tools will be supported by a graphic designer.

Contractor’s timeline is as follows:



Contractor shall complete the implementation of each phase using a participatory and strength-based approach. As with all organizational development work that is equity and justice driven, Contractor shall engage in an iterative process to evaluate, refine and pivot as needed. Throughout the process Contractor will partner with Polk County Health Services in a way that builds the skill and analysis of participants to effectively lead the work forward.

3. DELIVERABLES AND COST

Contractor shall be compensated according to the following payment schedule. Contractor shall communicate with Polk County Health Services it is anticipated that the work will exceed the hours scoped. Contractor shall only bill for work delivered.

Key Deliverables/ Activity Tasks	Cost
<p>1. Discovery</p> <ul style="list-style-type: none"> • Information gathering meetings. • Review results of Health Equity Assessment. • Review additional pertinent documents. 	\$4,125
<p>2. Planning retreat</p> <ul style="list-style-type: none"> • Design and facilitation of a day long planning retreat to set draft goals and initial strategies. <ul style="list-style-type: none"> ◦ Agenda planning meetings with key leaders as needed. • Compilation of notes. 	\$4,000
<p>3. Ad-hoc planning meetings</p> <ul style="list-style-type: none"> • Facilitate 5-7 work sessions with an ad hoc planning team to refine strategic language. • Update drafts prior to each work session. • Analyze data to set appropriate metrics and attainable benchmarks. 	\$14, 575

<p>4. Completed Health Equity Plan</p> <ul style="list-style-type: none"> • Complete final plan including a public-facing strategic framework and internal tools to track progress. • Final meeting to present plan 	\$8,250
<p>5. Graphic Design</p> <ul style="list-style-type: none"> • Collaborate with graphic artist to create a professionally designed plan and related web content. This includes: <ul style="list-style-type: none"> ○ Overall layout design ○ Font choices and text layout ○ Color choices and uniformity ○ Icon design/editing ○ Vector graphic image choices and editing 	\$1,500
<p>6. Travel and Mileage</p> <ul style="list-style-type: none"> • Projected travel: 9 round trips for in-person meetings and planning sessions. • Travel time for retreat and planning work-sessions (approx. 22.5 hours) • Mileage round trip from Portland to Dallas (\$.655/mile per federal rate). 	\$3,860
TOTAL	\$36,310

4. METHOD OF PAY

- A. Capacity Building Partnerships agrees to commence the work upon execution of this contract.
- B. Polk County agrees to pay Capacity Building Partnerships \$18,155.00 upon execution of this agreement and up to an additional \$18,155.00 as invoiced upon completion of agreement services, as described in this Exhibit B.
- C. Polk County and Capacity Building Partnerships further agree that the total compensation due to Capacity Building Partnerships shall, in no event, exceed \$36,310.00.
- D. Polk County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.