

POLK COUNTY BOARD OF COMMISSIONERS

DATE: June 5, 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)** A public meeting of the Polk County Board of Commissioners will be held on June 26, 2024, at 9:00 A.M. in the Polk County Courthouse. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024 as approved by the Polk County Budget Committee.
 - (c)** A public meeting of the Polk County 4-H, Master Gardener, Agriculture, Forestry, Extension District will be held on June 26, 2024 at 10:00 am at Polk County Courthouse Conference Room, Dallas, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024 as approved by the Polk County 4-H, Master Gardener, Agriculture, Forestry, Extension District Budget Committee.
 - (d)** The Grand Ronde Sanitary District Board is meeting on June 26, 2024 at 10:15 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 May 29, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. VSO UPDATE – Brent DeMoe, Eric Enderle, Nikki Rak & Andrew Webster**
- 8. THE WALL THAT HEALS – Brent DeMoe, Eric Enderle & Billy Whisenant**
- 9. RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**
- 10. SECOND READING OF POLK COUNTY ORDINANCE NO. 24-04 – Morgan Smith**

CONSENT CALENDAR

- a)** Polk County Contract No. 24-81, Service Contract
(Rosana Warren, Behavioral Health)
- b)** New Job Specification & Wage, Correctional Medical Technician
(Matt Hawkins, Admin Services Director)
- c)** Polk County Contract No. 24-84, Tillamook County
(Dean Anderson, Information Services)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

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

APPEARANCE OF INTERESTED CITIZENS

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

PUBLIC HEARING FORMAT

Land Use

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

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES May 29, 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 was present and Commissioner Gordon was absent.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel

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 Grand Ronde Sanitary District Board is meeting on May 29, 2024 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF May 22, 2024

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF May 22, 2024.

MOTION PASSED BY VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY VOTE OF THE QUORUM.

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

- a) Polk County Contract No. 24-77, Service Contract
(Austin McGuigan, Community Development Director)
- b) Polk County Contract No. 24-78, Service Contract
(Austin McGuigan, Community Development Director)

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

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: June 5, 2024



HUMAN RESOURCES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174
(503) 623-1888 ★ FAX (503) 623-1889

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: May 28, 2024
SUBJECT: Reclassification of a Laborer

Wednesday – June 5, 2024 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of a Heavy Equipment Operator.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

It is recommended that Ben Brown be reclassified from a Heavy Equipment Operator to a Lead Heavy Equipment Operator. Ben has taken on the duties of the Lead HEO, and thus we should look to reclassify him into this new position. He has performed well and this reclassification is supported by the Public Works department head and our Road Maintenance Supervisor.

Ben is currently at step 7 of the Heavy Equipment Operator position which is \$5,460. If the reclassification is approved, he will move to step 7 of the Lead Heavy Equipment Operator position which is \$5,849.

Should the reclassification be approved it would be effective June 1, 2024.

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 23-24 of approximately \$5,000 including PERS contribution should it be for 12 months.

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4 **BEFORE THE BOARD OF COMMISSIONERS**
5 **FOR THE COUNTY OF POLK, STATE OF OREGON**
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9 In the Matter of Enacting)
10 Amendments to Chapter 70 of the Polk)
11 County Code of Ordinances)
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15 **ORDINANCE NO. 24-04**
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17 THE POLK COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:
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19 Sec. 1. Enactment. Polk County Code of Ordinances is amended by the enactment of
20 amendments to Chapter 70. Specifically, §§ 70.0714 and 70.0801 of the Polk
21 County Code of Ordinances as it currently reads is hereby replaced with new
22 provisions, which reads in full as follows:
23

24 - See Attached Exhibit A
25

26 Sec. 2. Severability. Should any section or portion of this ordinance be held unlawful or
27 unenforceable by any court of competent jurisdiction, such decision shall apply
28 only to the specific section or portion thereof, directly specified in the decision.
29 All other sections or portions of this ordinance shall remain in full force and
30 effect.
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32 Sec. 3. Emergency. This ordinance being immediately necessary to protect public safety
33 and property, and emergency is declared and this ordinance is effective
34 immediately upon passage.
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1 Dated this XX of XX, 2024 at Dallas, Oregon.

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5 **POLK COUNTY BOARD OF COMMISSIONERS**

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7 _____
8 Craig Pope, Chair

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12 Lyle Mordhorst, Commissioner

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16 Jeremy Gordon, Commissioner

17 Approved as to form

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19 _____
20 Morgan Smith
21 County Counsel

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26 First Reading: _____5/22/2024_____

27 Second Reading _____6/5/2024_____

28
29 Recording Secretary: _____

70.0714 FRANCHISE OR PERMIT FEES.

The Administrator shall collect, in the manner and at the time provided in this section, from the holder of:

(1) Any collection franchise, an annual fee of 3 percent of the gross receipts from providing service to the franchised service area.

(2) Any disposal ~~or transfer~~ franchise shall pay an amount equal to not less than 8 percent nor more than 15 percent of the gross income from the disposal service provided by the franchisee. Amount to be established by resolution of the Board.

(3) Any transfer franchise shall pay for first (1st) year of operations, an amount equal to one dollar (\$ 1.00) per ton on all ORS chapter 459 Solid Waste and materials and one (1) percent of the gross receipts on all ORS chapter 459 Solid Waste. For each subsequent year thereafter, up to year five, the amount any transfer franchise shall pay shall increase by one (1) percent each year and one dollar (\$1.00 per ton each, to a maximum percent of five (5) percent and five dollars (\$ 5.00) per ton thereafter.

~~(43)~~ The collection ~~and disposal, and transfer~~ franchise fee shall be computed and be payable to Polk County quarterly within thirty (30) days from the end of the calendar quarter. The fee shall be accompanied by a sworn statement of such cash gross receipts.

~~(54)~~ Within 105 days after the end of each franchisee's fiscal year, collection and disposal franchise holders shall file with the Administrator a sworn and verified financial report for the previous year and shall pay any and all additional fees which have not previously been paid upon monthly gross income.

~~(65)~~ The Administrator will provide forms to the franchise holders for filing the financial report. The content and form shall be established by order or resolution of the Board.

~~(76)~~ Every collection and disposal franchise holder shall maintain books and records disclosing the gross income receipts for the collection service area or disposal site, which books and records shall be opened at reasonable times and places for audit by the authorized personnel of Polk County.

~~(87)~~ Any applicant for an exemption pursuant to Section 70.402 (2), a processing fee of \$150, and an annual permit fee of \$30, each year thereafter.

~~(98)~~ Any applicant for a supplemental rate adjustment pursuant to Section 70.0801 (2) (B), a processing fee of \$150.

~~(109)~~ Any recycling depot exemption granted under Section 70.0402 (5), an annual fee of \$30.

~~(110)~~ Any transfer of franchise granted pursuant to Section 70.0716, a processing fee of

\$150.

(124) A late payment penalty of 1.5 percent per month but not less than \$100 shall be assessed for failure to submit the quarterly payment and the annual financial report within the time frame prescribed by paragraphs (3) and (4) of this section.

70.0801 DETERMINATION OF RATES.

(1) The existing approved rate schedule, as of the effective date of this Ordinance, shall be deemed to be in effect.

(2) For Collection and Disposal Franchise Holders, the~~The~~ maximum rates in effect at the time this Ordinance takes effect and thereafter, shall be subject to review and change only one time in a calendar year beginning January 1 and ending December 31 the same year. However:

- (a) Upon application, the Administrator may, in writing, grant an interim or emergency rate for new, special, or different service. The Administrator shall submit a report of the decision to the Board for review. The effective date of the service and rate shall not precede Board review. The Administrator shall set the duration of said rate or continue it until the next overall rate adjustment.
- (b) In addition to an annual rate adjustment, a supplemental rate adjustment may be requested when the cost of service is increased by governmental regulations and compliance therewith; or when there is substantial increase in a single expense that was not anticipated at the time of the last rate adjustment; or when the total cost of service exceeds projected costs by 5 percent or more.

(3) Applicants for an annual rate adjustment to a collection and disposal franchisee's rate schedule adjustment must submit the request on approved forms 90 days prior to the effective date of the proposed rate change.

(4) No franchise holder shall charge a rate greater than that established by the Board. All collection rates within any classification shall be applied uniformly. Any franchised collector who wishes to charge a preferential collection rate, including a reduced rate for charitable non-profit or benevolent organizations, shall give written notice to the Administrator 10 days prior to the implementation of a preferential collection rate. The preferential rate shall be deemed approved unless the Administrator, in writing, disapproves the preferential rate prior to implementation. If the Administrator disapproves the preferential rate, the franchise collector may appeal the decision to the Board of Commissioners within 10 days after the denial. The appeal must be filed with the Board of Commissioners with a duplicate being forwarded to the Administrator. The appeal shall state wherein the Administrator failed to conform to the provisions of this Ordinance and why the preferential collection rate should be granted. The Board shall review the action of the Administrator and may refer the matter back to the Administrator for further consideration and investigation if it is deemed advisable. The Board may similarly, after considering the appeal, affirm the action of the Administrator and deny the appeal. If the Board is of the opinion that additional facts warrant further action, the Board may set the matter for a public hearing and shall give notice of the time and place of such hearing to the franchised collector, the Administrator and Polk County Legal Counsel, as well as having notice of the public hearing published in a newspaper of public record located in the area in which the collector is franchised. After the hearing, the Board may reverse or affirm or may impose such conditions as the facts warrant, and its decision or

determination shall be final. Any hearing may be continued from time to time.

(5) Upon recommendation by the Administrator, the Board may:

- (a) Approve and establish rates filed by applicants ~~for franchises~~ if it finds that such rates are not demonstratively unreasonable and are not substantially higher than those charged generally in the County under similar service requirements and for the same or similar quality of service, or it may establish a different rate schedule.
- (b) Establish uniform rates throughout the County or establish rates that are uniform within zones based upon the length of haul to disposal sites, concentration of customers, and other factors which may, in the opinion of the Board, justify establishment of rate differentials.
- (c) Establish rates for disposal sites that are uniform throughout the County or different rates for each site or class of sites.
- (d) Increase or decrease rates based on the cost of doing business.
- (e) Establish an interim rate until the Board makes a final determination on the rate for that type of service.

(6) In determining rates, the Administrator and the Board shall make a finding that the rates of a collection or disposal franchisee will be just, fair, reasonable, and sufficient to provide proper service to the public. The Administrator and the Board may consider rates charged by other persons performing the same or similar service in the same or other areas. The Administrator and the Board shall give due consideration to:

- (a) The investment in facilities and equipment.
- (b) The services of management.
- (c) Local wage scales.
- (d) The concentration of customers in the area served.
- (e) Methods of storage, collection, transportation and disposal, salvage, recycling, or reuse.
- (f) A reasonable return to the collection and disposal franchisee.
- (g) The length of haul to disposal facilities.
- (h) The cost of disposal.
- (i) The use of transfer stations or transfer systems and the added costs.

- (j) The cost of alternate methods of disposal.
- (k) The future service demands of the service area or disposal site which must be anticipated in equipment, facilities, personnel, or land.
- (l) Extra charges for special pickups or pickups on days where service is not normally provided on a collection route.
- (m) Extra charges where the type or character of waste or solid waste, including but not limited to wastes with peculiarly offensive odors, requires special handling or service.
- (n) Extra charges for providing janitorial services on the premises where service is provided.
- (o) In addition, with respect to disposal sites, the type of site, whether the site is open to the public, and hours, type of waste disposed of, and method of disposal.
- (p) Cost of compliance with laws, ordinances or regulations and rules of public agencies or bodies having jurisdiction.
- (q) Other factors that may, in the opinion of the Administrator and the Board, necessarily affect the rates to be charged.

(7) The Board may require an investigation by the Administrator of any proposed collection or disposal franchisee's rates. For the purpose of making this investigation, the Administrator is authorized to hold public hearings and to take and receive testimony. Upon completion of such an investigation, the Administrator shall report the results of any public hearing, make findings, and submit a recommendation to the Board.

(8) The Administrator shall provide a Collection and Disposal Rate Application that shall incorporate the considerations set forth in this Ordinance for providing an adequate review of any rate application. The form and content of the application shall be established by order or resolution of the Board.

(9) Polk County reserves the right, at any time during the period of a collection and disposal franchise/permit, to examine the rate structure of a collection and disposal franchisee or permittee and to modify rate charges that, in the discretion of the Board, are reasonably required.

(10) Rates for a transfer franchisee shall be determined based on the following:

a. Prior to providing service and every fourth year thereafter (the "fourth-year review"), the transfer franchisee will prepare a cost-of-service analysis and any other requirements within the applicable franchise agreement to establish new rates.

i. Criteria for review shall be the same as PCCO 70.0801(6) as applicable to a

transfer station.

ii. Prior to implementation of any new rates, the Board of Commissioner's qualified designee. County may set the matter for a public hearing before the County's hearings officer and shall give notice of the time and place of such hearing to the franchised collector, the Administrator and Polk County Legal Counsel, as well as having notice of the public hearing published in a newspaper of public record located in the area. After the hearing, the Board may reverse or affirm or may impose such conditions as the facts warrant, and its decision or determination shall be final. Any hearing may be continued from time to time.

b. During every year that is not a fourth-year review, the Board of Commissioner's qualified designee and the Franchisee may agree to adjust the rate schedule once a year.

i. The Adjusted Rate shall be based on:

1. The existing rate;
2. The Franchisee's prior year's certified financial statements;
3. Any CPI Increase; and
4. All costs of disposal, transportation, regulatory modifications, and/or
5. Any other criteria outlined in the applicable franchise agreement.

c. At any time, the Board of Commissioner's qualified designee or the Franchisee may initiate a review of the current rate schedule as permitted in the applicable franchise agreement.;



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 05, 2024
Contractor Name: Karri Manning, LLC
Address: 4922 49th Avenue NE
City, State, Zip: Salem, OR 97305
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

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

Discussion:

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

Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2024-2025 Behavioral Health budget was prepared in anticipation of this agreement.

Recommendation:

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

Copies of signed contract should be sent to the following:

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

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:	05/15/24
CONTRACTOR	KARRI MANNING, LLC 4922 49TH AVENUE NE SALEM, OR 97305 SSN/ID#: ON FILE
CONTACT PERSON:	KARRI MANNING
SERVICES PROVIDED:	To provide Behavioral Health Clinical services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8540-540-M20
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Exhibit B
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATIONHS.CONTRACTS@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

**POLK COUNTY
BEHAVIORAL HEALTH
182 SW ACADEMY STREET
DALLAS, OR 97338
ID#: 93-6002310**

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

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

hereinafter referred to as "Contractor"; and,

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

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

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

SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

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

SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2024, and ending June 30, 2025, 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) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally and in writing.
 - iii. As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, to Polk County Health Services, 182 SW Academy Street, Suite 204, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
 - iv. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.
- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may

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

- M. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.
- N. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
- O. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- P. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by both parties at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- i. If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the Agreement may be modified in accordance with the paragraph entitled "Re-negotiation or Modification" to accommodate a reduction in funds.
- ii. If Federal or State laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or no longer qualify for the funding proposed for payments authorized by this Agreement.
- iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- iv. Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date, which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercises the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the Agreement is terminated under this clause.
- v. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:
 - a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
 - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
 - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
- vi. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to

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

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

- W. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- X. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- Y. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by Polk County as a qualified entity, to determine the nature of any criminal activity the Contractor may have been involved in accordance with OAR 943-007-001 for purposes described in OAR 407-007-0400. No work will be assigned to Contractor until a Criminal History Check is completed and verified by the qualified entity. Contractor shall notify Polk County within five days of being arrested, charged, or convicted of any crime.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

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

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

CONTRACTOR


Signature

5-23-2024
Date

COUNTY

Chair
Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

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

1. DEFINITIONS:

Except as otherwise defined in this *Business Associate Agreement* (BA Agreement), any and all italicized terms herein shall have the same definition as those in the HIPAA Privacy Rule.¹ Henceforth, POLK COUNTY, a political subdivision of the State of Oregon, shall be referred to as "COUNTY" and KARRI MANNING, LLC, shall be referred to as "CONTRACTOR".

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

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

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

4. OBLIGATIONS OF THE COUNTY:

- A. The COUNTY shall notify CONTRACTOR of any limitation(s) in the *Notice of Privacy Practices* of the COUNTY in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
- B. The COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
- C. The COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that the COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

5. PERMISSIBLE REQUESTS BY THE COUNTY: The COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the COUNTY except if such use or disclosure is permitted under the Agreement between the COUNTY and CONTRACTOR.

6. TERM AND TERMINATION:

- A. Term. This BA Agreement shall be effective as of July 01, 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 purposed that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS:

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

- D. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the COUNTY to comply with the Privacy Rule. In the event of any inconsistency between the provisions of this BA Agreement and the mandatory provisions of the Privacy Rule, the Privacy Rule shall control. Where laws in the State of Oregon or other federal law is more stringent than the Privacy Rule, the more stringent Oregon or federal law shall control.

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

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

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

EXHIBIT B:
STATEMENT OF WORK

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

1. STATEMENT OF SERVICES

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

2. GENERAL INFORMATION

- A. Contractors must provide primary source verification of credentials. No work will be assigned to Contractors who render direct service to clients or patients until credentials have been validated for Medicaid claims.
- B. Annual requirements mandate that the Contractor will submit a conflict of Interest Statement. Contractor queries of the OIG and EPLS List of Excluded Individuals/Entities database will also be performed annually. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance Loans. It is the expectation that the Contractor will maintain credentialing required to perform job duties in good standing. It is the responsibility of the Contractor to report any circumstances that would jeopardize this standing or lead to exclusionary status. Failure to do so may lead to contract termination.
- C. Contractor agrees to report cases of suspected Medicaid, Medicare fraud, waste, or abuse to the Polk County Behavioral Health (PCBH) Compliance Officer at 503-623-9289. If there is reason to believe that PCBH cannot respond appropriately to a suspected case of fraud, waste, or abuse, or if the case involves PCBH, then Contractor agrees to make a report to Ethicspoint at 888-265-4068.

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

3. AUTHORIZED SERVICES

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

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

4. RATES AND METHOD OF PAY

- A. County shall reimburse the Contractor at the rate of \$140.00 per hour for client direct Billable Services and \$110 per hour for Clinic Hour Service availability, as well as Other Service Activity, as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- B. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.



MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Administrative Services Director
DATE: May 28, 2024
SUBJECT: New Job Specification and Wage

Wednesday – June 5, 2024 (Consent)

RECOMMENDATION:

The Board of Commissioners approve the new job specification and wage.

ISSUE:

Shall the Board approve this new job specification and wage?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for a Correctional Medical Technician. This position is being created to alleviate some of the pressures within the Jail to find qualified Licensed Practical Nurses. The requirements for this position will be an EMT license, and our goal is to open up opportunities to others working in the medical field.

The salary range for the Correctional Medical Technician will be (016) \$3,764 - \$4,762.

FISCAL IMPACT:

No fiscal impact for FY 23-24.



POLK COUNTY CLASS SPECIFICATION
CORRECTIONAL MEDICAL TECHNICIAN

Class Spec. Number: 960

Representation: AFSCME

FLSA Status: Non-Exempt

Salary Range: 016

GENERAL STATEMENT OF DUTIES: Performs a variety of medical services directly related to patient care of inmates in the custody of the Polk County Correctional Facility.

SUPERVISION RECEIVED: Works under supervision of the Jail Nurse Manager who reviews work for completeness, effectiveness and compliance with acceptable standards, departmental policies and nursing practice. Work is also reviewed by the Jail Lieutenant and the Jail Physician.

SUPERVISION EXERCISED: Supervision of other employees is not a responsibility of this classification.

PRINCIPAL DUTIES: An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Performs medical duties under medical policies and procedures and specific standing orders approved by the jail physician and the Public Health Manager.
2. Reviews intake screening, performs limited physical assessments, evaluates inmates who have specified medical problems, places and reads TB tests, and answers requests for medical concerns from inmates. Obtains and records past inmate medical histories.
3. Communicates any concerns to nursing and/or on call medical provider.
4. Provides medical care to inmates with drug and alcohol addictions, assists in emergency cases and trauma. Administers medication to inmates in accordance with orders of physicians. Provides appropriate information regarding inmate medicine dosage and schedule to corrections staff. Secures medications in accordance with pharmacy board regulations.
5. Initiates appropriate medical interventions according to policy and procedure guidelines and nursing protocol.
6. Schedules routine sick call, assists jail physician during weekly clinic, provides treatment for minor medical complaints, collects specimens for further assessment or diagnosis such as communicable disease cultures, urine, blood, etc.
7. Evaluates and executes orders from physicians and dentist. Responsible for checking allergies, dosages, intended effects of medication, side effects, and drug interactions.
8. Maintains inmate medical records and files. Maintains accurate, legible, and complete records of patient care including chart documentation using SOAP format for all inmate request for medical attentions.

9. Monitors and evaluates medical equipment and supplies to ensure that appropriate supplies are available in sufficient quantities, that accurate accounting and secure storage of supplies, including narcotic, needle and syringe counts are maintained.
10. Collaborates with community health providers, partners and agencies to provide more effective health care delivery to inmates both during and after incarceration. Explores, develops, and utilizes community resources. Promotes community health awareness. Maintains current knowledge of resources within the health care delivery system and the social service system available to inmates.
11. Works cooperatively with jail staff and public health staff.
12. Performs related duties as required.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: Emergency medicine at an EMT-B level, public health, and public health laws and regulations; public health programs; communicable diseases; vaccines and immunization; epidemiology; correctional health, institutional health laws and regulations; acute care and assessment.

Ability to: Maintain confidentiality; operate a computer; communicate effectively both orally and in writing; make decisions in accordance with regulations and established policies; identify and evaluate jail community and individual inmate health needs; independent judgment in assessment, treatment of illness and minor wounds; understand and carry out technical instructions regarding patient care; act professionally and effectively in emergency and stressful situations; carry out written and verbal orders and exercise judgment within the scope of nursing principles; establish and maintain effective working relationships with corrections staff, jail physicians, and other agencies; and deal professionally with the public.

EDUCATION, EXPERIENCE AND TRAINING: Current Oregon EMT license. Two year's experience as an EMT preferred. Emergency room or past correctional experience is desirable.; or any equivalent combination of experience and training.

SPECIAL QUALIFICATIONS: Possession of a license to practice as an EMT in the State of Oregon at the time of appointment. Must possess and maintain a valid Oregon driver's license and automobile insurance, and have access to and use of a personal automobile as a condition of employment. Current CPR required.