

POLK COUNTY BOARD OF COMMISSIONERS

DATE: June 26, 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. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Board of Commissioners office, Polk County Courthouse, between the hours of 8:00 A.M. and 5:00 P.M. This budget is for an annual budget period and is prepared on a basis of accounting that is consistent with the preceding year.
 - (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. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Board of Commissioners Office, Polk County Courthouse, between the hours of 8:00 a.m. and 5:00 p.m. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same used the preceding year.
 - (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.
 - (e) The Polk County Board of Commissioners will be meeting with Congresswoman Salinas on July 2nd at 1:00 pm located in the small conference room in the Board of Commissioners Office.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM June 12, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. RESOLUTION NO. 24-08, ADOPTION OF THE FY2024-2025 BUDGET – Greg Hansen**
- 8. GENERAL LIABILITY/PROPERTY INSURANCE FY2024-2025 – Greg Hansen**
- 9. WORKERS COMPENSATION INSURANCE FY2024-2025 – Greg Hansen**
- 10. RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**

CONSENT CALENDAR

- a) Polk County Contract No. 24-86, Service Contract
(Rosana Warren, Behavioral Health)
- b) Polk County Contract No. 24-87, Service Contract
(Rosana Warren, Behavioral Health)
- c) Polk County Contract No. 24-88, Service Contract
(Rosana Warren, Public Health)
- d) Polk County Contract No. 24-89, Service Contract
(Rosana Warren, Public Health)
- e) Local Addiction Prevention Planning Committee Membership Appointment
(Jodi Merritt, Community Corrections Director)
- f) Polk County 2024 Jail Inspection Report
(Morgan Smith, County Counsel)
- g) Polk County Contract No. 24-92, Service Contract
(Rosana Warren, Behavioral Health)
- h) Polk County Contract No. 24-95, Service Contract
(Rosana Warren, Behavioral Health)
- i) Polk County Contract No. 24-96, Capacity Building Partnerships
(Rosana Warren, Public Health)
- j) Polk County Contract No. 24-97, Service Contract
(Rosana Warren, Behavioral Health)
- k) Polk County Contract No. 24-98, Dallas School District
(Dana Goodale, Family & Community Outreach)
- l) Polk County Contract No. 24-100, Liberty House
(Aaron Felton, District Attorney)
- m) Polk County Contract No. 24-101, Juliette's House
(Aaron Felton, District Attorney)
- n) Polk County Contract No. 24-103, Marion County
(Rosana Warren, Behavioral Health)
- o) Polk County Contract No. 24-104, Salem Health West Valley
(Rosana Warren, Public Health)
- p) Polk County Contract No. 24-105, Salem Health West Valley
(Rosana Warren, Behavioral Health)
- q) Polk County Contract No. 24-106, Service Contract
(Rosana Warren, Behavioral Health)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
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 June 12, 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.

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3. COMMENTS

Brian Brown stated that he is a member of the rotary and that Commissioner Pope invited him to come address the Board. Mr. Brown stated that he lives on Fir Villa Road and is hoping to get a speed limit sign on their gravel road. He stated that Public Works has told them that they do not sign gravel roads and he was hoping to get some clarification. Commissioner Pope talked about the process and how it would have to go through ODOT because the Board doesn't have autonomy to make those decisions on those roads, even if it is a county road. Commissioner Pope asked if they have put up their own signage on their ROWs and Mr. Brown said no. Greg Hansen said he can take a ride out there with the Public Works Director to take a look. Mr. Brown stated that he is interested in getting involved in recreational opportunities in Polk County and is curious how we can get more recreational opportunities here.

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 June 5, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF June 5, 2024.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. LENGTH OF SERVICE AWARDS

The Polk County Board of Commissioners and staff recognized the following people for their length of service with the county:

- Melissa Montigny, 25 years of service
- Wendi Hamilton, 20 years of service
- Rick Bittick, 20 years of service
- Jennifer Segovia, 10 years of service

7. RESOLUTION NO. 24-06 / INTER-DEPARTMENT LOAN

Greg Hansen, Administrative Officer, is recommending that the Board approve and sign Polk County Resolution No. 24-06. Mr. Hansen provided background information on what this resolution is for and stated that he can answer any questions that the Board may have for him. The Commissioners did not have any questions

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE POLK COUNTY RESOLUTION NO. 24-06

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

8. RESOLUTION NO. 24-07

Greg Hansen, Administrative Officer, presented a memo along with Polk County Resolution No. 24-07 and stated that he is recommending that the Board approve and sign the resolution. Mr. Hansen provided background information on what the resolution is for and stated that he is happy to answer any questions from the Commissioners. The Commissioners did not have any questions.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE POLK COUNTY RESOLUTION NO. 24-07

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

9. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admin Services Director, is recommending the reclassification of an employee from an Assessment Specialist I to and Assessment Specialist II. Should the reclassification be approved, it would be effective July 1, 2024 and would have a fiscal impact of approximately \$3669.00 including PERS contributions should it be for 12 months.

APPROVED BY CONSENSUS OF THE BOARD.

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

N/A

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:20 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: June 26, 2024



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: BOARD OF COMMISSIONERS
FROM: GREG HANSEN, ADMIN. OFFICER
DATE: JUNE 26, 2024
SUBJECT: ADOPTION OF THE 2024-2025 BUDGET

RECOMMENDATION:

The Board of Commissioners adopt Resolution 24-08 in the matter of the Polk County Budget, Appropriation of Funds and Imposing of Taxes for fiscal year beginning July 1, 2024.

ISSUE:

Should the Board of Commissioners adopt the recommended budget and the levying of taxes for fiscal year 2024-2025?

BACKGROUND:

The Polk County Budget Committee met April 9 and April 10, 2024, and tentatively approved the 2024-2025 fiscal year budget with no change. During those deliberations the Budget Committee reviewed all of the budgets for the County's departments/divisions.

On May 15, 2024, the Budget Committee reconvened and formally approved the County budget with changes primarily related to adjustments in beginning fund balances. Also, the Budget Committee set a property tax rate and the levy rate for Public Safety levy.

Attachment 1 provides a summary of the budget recommended for adoption.

Attachment 2 is budget resolution 24-08. The resolution for your consideration has total appropriations in the amount of \$125,480,750. The permanent property tax rate being considered in the Resolution is \$1.716/\$1,000 which is the permanent rate established by the Department of Revenue for Polk County. The amount for the Public Safety operating levy is \$0.495/\$1,000 which was approved in the May 2023 election.

DISCUSSIONS:

The total recommended changes for the adopted budget amounted to a \$735,000 **increase** in the appropriation authority.

The increase in appropriations corresponds to the Building Inspection Fund, Domestic Mediation Fund, PW Construction Fund, Economic Development Fund, Coordinated Housing Fund, Building Improvement Fund, Public Health Fund, and Behavioral Health Fund due to an adjustment in beginning fund balances.

ALTERNATIVES:

The following are alternatives before the Board:

1. Adopt the recommended Budget as presented.
2. Modify the recommended budget with additions/deletions to the Budget. Your limits on additions to the Budget can not exceed 10% for any given fund.

FISCAL IMPACT:

Total budget for Polk County is \$125,480,750. This is an approximate 2.29% decrease over last year's adopted budget. The major reason for this decrease in monies is due to the spend down of the American Rescue Plan Fund.

POLK COUNTY
FY 2024-2025
SUMMARY OF RECOMMENDED CHANGES TO
THE APPROVED BUDGET

	PROPOSED BUDGET	Net Change	APPROVED BUDGET	Ref. Recommended Changes	BUDGET for Adoption
GENERAL FUND					
ASSESSOR	\$1,990,404		\$1,990,404		\$1,990,404
CLERK- RECORDING	\$244,344		\$244,344		\$244,344
CLERK- ELECTIONS	\$460,427		\$460,427		\$460,427
TREASURER	\$64,328		\$64,328		\$64,328
TAX COLLECTOR	\$345,062		\$345,062		\$345,062
COMM. DEV.- PLANNING	\$860,467		\$860,467		\$860,467
COMM. DEV.- ENVIRONMENTAL HEAL	\$410,899		\$410,899		\$410,899
DISTRICT ATT.- PROSECUTION	\$2,218,043		\$2,218,043		\$2,218,043
DISTRICT ATT.- MEDICAL EXAMINER	\$77,057		\$77,057		\$77,057
DISTRICT ATT.- SUPPORT ENF.	\$524,178		\$524,178		\$524,178
DISTRICT ATT.- CASA	\$20,000		\$20,000		\$20,000
DISTRICT ATT.- VICTIM'S ASSISTANCE	\$450,954		\$450,954		\$450,954
SHERIFF- PATROL	\$7,368,383		\$7,368,383		\$7,368,383
SHERIFF- JAIL	\$7,590,260		\$7,590,260		\$7,590,260
EMERGENCY MANAGEMENT	\$623,847		\$623,847		\$623,847
COMMUNITY CORRECTIONS	\$2,563,197		\$2,563,197		\$2,563,197
COMM. SERVICE-DIVERSION	\$457,934		\$457,934		\$457,934
PARKS MAINTENANCE	\$80,701		\$80,701		\$80,701
NON-DEPARTMENTAL	\$7,000		\$7,000		\$7,000
NON-DEPT. - O&C TIMBER TITLE III	\$50,000		\$50,000		\$50,000
TRANSFERS					
PUBLIC WORKS	\$150,000		\$150,000		\$150,000
DOG CONTROL	\$140,000		\$140,000		\$140,000
MARINE PATROL	\$5,000		\$5,000		\$5,000
LAW LIBRARY	\$25,000		\$25,000		\$25,000
DOMESTIC MEDIATION	\$5,000		\$5,000		\$5,000
FAMILY & COMM. OUTREACH	\$100,000		\$100,000		\$100,000
PUBLIC HEALTH	\$150,000		\$150,000		\$150,000
JUVENILE	\$800,000		\$800,000		\$800,000
FAIR	\$200,000		\$200,000		\$200,000
VETERAN'S SERVICES	\$90,000		\$90,000		\$90,000
BUILDING IMPROVEMENT	\$125,000		\$125,000		\$125,000
PUBLIC WORKS CONSTRUCTION	\$50,000		\$50,000		\$50,000
INSURANCE FUND	\$200,000		\$200,000		\$200,000
FUND OPERATING CONTINGENCY	\$3,276,765		\$3,276,765		\$3,276,765
TOTALS	\$31,724,250	\$0	\$31,724,250	\$0	\$31,724,250
SPECIAL FUNDS					
BUILDING INSPECTION FUND	\$1,025,000		\$1,025,000	a	\$1,075,000
C.A.M.I. FUND	\$155,500		\$155,500		\$155,500
DOMESTIC MEDIATION FUND	\$63,000		\$63,000	a	\$73,000
COURT SECURITY FUND	\$152,500		\$152,500		\$152,500
PUBLIC WORKS FUND					
ADMINISTRATION PROGRAM	\$4,820,880	\$600,000	\$5,420,880		\$5,420,880
COUNTY SHOP	\$722,744		\$722,744		\$722,744
ROAD MAINTENANCE	\$6,040,918	(\$400,000)	\$5,640,918		\$5,640,918
ROAD CONSTRUCTION	\$1,930,500		\$1,930,500		\$1,930,500
SURVEY	\$449,769		\$449,769		\$449,769
ENGINEERING	\$692,189		\$692,189		\$692,189
TOTALS	\$14,657,000	\$200,000	\$14,857,000	\$0	\$14,857,000
PUBLIC LAND CORNER PRES. FUND					
P. W. CONSTRUCTION FUND	\$110,000		\$110,000	a	\$110,000
DOG CONTROL FUND	\$582,500		\$582,500		\$557,500
MARINE PATROL FUND	\$237,500		\$237,500		\$237,500
LAW LIBRARY FUND	\$82,500		\$82,500		\$82,500
	\$85,000		\$85,000		\$85,000
JUVENILE FUND					
JUVENILE PROBATIONS	\$986,567		\$986,567		\$986,567
JUVENILE SANCTIONS	\$290,433		\$290,433		\$290,433
JUVENILE SANCTIONS - COMM. SV	\$0		\$0		\$0
TOTALS	\$1,277,000	\$0	\$1,277,000	\$0	\$1,277,000

POLK COUNTY
FY 2024-2025
SUMMARY OF RECOMMENDED CHANGES TO
THE APPROVED BUDGET

	PROPOSED BUDGET	Net Change	APPROVED BUDGET	Ref.	Recommended Changes	BUDGET for Adoption
VETERAN'S SERVICES FUND	\$360,000		\$360,000			\$360,000
COUNTY SCHOOL FUND	\$186,000		\$186,000			\$186,000
ECONOMIC DEVELOPMENT FUND	\$1,550,000		\$1,550,000	a	\$100,000	\$1,650,000
AMERICAN RESCUE PLAN FUND	\$1,450,000	\$800,000	\$2,250,000			\$2,250,000
HOUSEHOLD HAZARDOUS WASTE	\$120,000		\$120,000			\$120,000
COORDINATED HOUSING FUND	\$3,000,000		\$3,000,000	a	(\$500,000)	\$2,500,000
BUILDING IMPROVEMENT FUND	\$1,025,000		\$1,025,000	a	(\$150,000)	\$875,000
DEBT SERVICE FUND	\$0		\$0			\$0
PERS RESERVE FUND	\$1,625,000		\$1,625,000			\$1,625,000
FAIR FUND						
YEAR ROUND OPERATIONS	\$505,274		\$505,274			\$505,274
ANNUAL COUNTY FAIR	\$285,726		\$285,726			\$285,726
TOTALS	\$791,000	\$0	\$791,000		\$0	\$791,000
MANAGEMENT SERVICES FUND						
BOARD OF COMMISSIONERS	\$441,990		\$441,990			\$441,990
CENTRAL SERVICES	\$617,477		\$617,477			\$617,477
ACADEMY BLDG MAINT	\$646,810		\$646,810			\$646,810
JAIL - BLDG. MAINT.	\$521,527		\$521,527			\$521,527
BUCHANAN BLDG. MAINT.	\$459,698		\$459,698			\$459,698
RESOURCE CENTER	\$164,956		\$164,956			\$164,956
COURTHOUSE-BLDG. MAINT.	\$994,908		\$994,908			\$994,908
INFORMATION SERVICES	\$1,665,224		\$1,665,224			\$1,665,224
COMPUTER MAPPING(GIS)	\$417,061		\$417,061			\$417,061
FINANCE	\$1,103,977		\$1,103,977			\$1,103,977
HUMAN RESOURCES	\$597,018		\$597,018			\$597,018
COUNTY COUNSEL	\$201,317		\$201,317			\$201,317
TRANSFERS	\$700,000		\$700,000			\$700,000
SPECIAL PROJECTS	\$778,037		\$778,037			\$778,037
TOTALS	\$9,310,000	\$0	\$9,310,000		\$0	\$9,310,000
INSURANCE FUND	\$1,202,000		\$1,202,000	a	\$0	\$1,202,000
HEALTH SERVICES FUNDS						
HEALTH SERVICES						
ADMINISTRATION	\$2,687,651		\$2,687,651			\$2,687,651
FAMILY & COMM. OUTREACH	\$4,347,349		\$4,347,349	b	\$0	\$4,347,349
TOTALS	\$7,035,000	\$0	\$7,035,000			\$7,035,000
PUBLIC HEALTH FUND						
FAMILY PLANNING	\$143,643		\$143,643			\$143,643
GENERAL HEALTH	\$2,734,364		\$2,734,364	a	\$250,000	\$2,984,364
WIC	\$386,993		\$386,993			\$386,993
TOTALS	\$3,265,000	\$0	\$3,265,000		\$250,000	\$3,515,000
BEHAVIORAL HEALTH						
M.H. ACCESS & ADMINISTRATION	\$15,548,706		\$15,548,706	a	\$1,000,000	\$16,548,706
ADDICTIONS PROGRAM	\$0		\$0			\$0
OUTPATIENT M. H. SERVICES	\$22,205,409		\$22,205,409			\$22,205,409
DEVELOPMENTAL DISABILITY	\$4,920,885		\$4,920,885			\$4,920,885
SUB-GRANT PROGRAMS	\$0		\$0			\$0
TOTALS	\$42,675,000	\$0	\$42,675,000		\$1,000,000	\$43,675,000
TOTAL BUDGET	\$123,745,750	\$1,000,000	\$124,745,750	a	\$735,000	\$125,480,750

Actions recommended for tentatively approved budget.

a	Modifications to Beginning Fund Balances.
b	No change in appropriations, included loan repayment and reduced other expenses.
c	

COUNTY OF POLK
SUMMARY OF RESOURCES AND REQUIREMENTS
 ALL FUNDS
 BUDGET FOR PROPOSED
 FY 2024-2025

FUND	FUND NUM.	BEGINNING BALANCE	TRANSFERS IN	REVENUES	TOTAL RESOURCES	EXPENDITURES	TRANSFERS OUT	OPERATING CONTINGENCY	TOTAL REQUIREMENTS	UNAPPROPRIATED ENDING BALANCE
GENERAL	100	5,750,000	0	25,974,250	31,724,250	26,407,485	2,040,000	3,276,765	31,724,250	0
BUILDING INSPECTION	110	265,000		810,000	1,075,000	1,009,568	0	65,432	1,075,000	0
C.A.M.I.	140	15,000	0	140,500	155,500	155,500	0	0	155,500	0
DOMESTIC MEDIATION	160	30,000	5,000	38,000	73,000	73,000	0	0	73,000	0
COURT SECURITY	180	130,000	0	22,500	152,500	152,500	0	0	152,500	0
PUBLIC WORKS	210	4,700,000	150,000	10,007,000	14,857,000	10,652,146	500,000	3,704,854	14,857,000	0
PUBLIC LAND CORNER PRES.	215	35,000	0	75,000	110,000	110,000	0	0	110,000	0
P.W. COMPLEX CONSTRUCTION	219	5,000	550,000	2,500	557,500	557,500	0	0	557,500	0
DOG CONTROL	220	15,000	140,000	82,500	237,500	237,500	0	0	237,500	0
MARINE PATROL	225	2,500	5,000	75,000	82,500	82,500	0	0	82,500	0
LAW LIBRARY	230	2,000	25,000	58,000	85,000	85,000	0	0	85,000	0
HEALTH SERVICES	232	200,000	100,000	6,735,000	7,035,000	7,035,000	0	0	7,035,000	0
PUBLIC HEALTH	235	450,000	150,000	2,915,000	3,515,000	3,265,000	0	250,000	3,515,000	0
BEHAVIORAL HEALTH	240	17,000,000	0	26,675,000	43,675,000	35,899,551	0	7,775,449	43,675,000	0
JUVENILE DEPARTMENT	245	157,500	800,000	319,500	1,277,000	1,277,000	0	0	1,277,000	0
VETERAN'S SERVICES FUND	254	25,000	90,000	245,000	360,000	360,000	0	0	360,000	0
FAIR	260	25,000	200,000	566,000	791,000	791,000	0	0	791,000	0
COUNTY SCHOOL	270	0	0	186,000	186,000	186,000	0	0	186,000	0
ECONOMIC DEVELOPMENT	280	600,000	0	1,050,000	1,650,000	1,650,000	0	0	1,650,000	0
AMERICAN RESCUE PLAN	290	1,500,000	0	750,000	2,250,000	2,250,000	0	0	2,250,000	0
COORDINATED HOUSING FUND	295	2,500,000	0	0	2,500,000	1,585,520		914,480	2,500,000	0
HOUSEHOLD HAZARDOUS WASTE	300	50,000	0	70,000	120,000	120,000	0	0	120,000	0
BUILDING IMPROVEMENT	310	50,000	825,000	0	875,000	875,000	0	0	875,000	0
MANAGEMENT SERVICES	610	600,000	0	8,710,000	9,310,000	8,610,000	700,000	0	9,310,000	0
PERS RESERVE FUND	615	800,000	0	825,000	1,625,000	5,000	0	1,620,000	1,625,000	0
INSURANCE	620	0	200,000	1,002,000	1,202,000	1,202,000	0	0	1,202,000	0
TOTALS		34,907,000	3,240,000	87,333,750	125,480,750	104,633,770	3,240,000	17,606,980	125,480,750	0

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

110 Building Inspection Fund	(Fund)
320 Building Inspection	(Divn)
310 Community Development	(Dept)

FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Adopted	FTE	Acct. Num.	Description	FY 24-25 Proposed	FTE	FY 24-25 Approved	FTE	Recommended for Adoption	FTE
Expenditures											
58,886	78,173	88,000	2.00	8010	Clerical/Admin. Specialist	94,839	2.00	94,839	2.00	94,839	2.00
93,423	73,880	153,000	2.00	8030	Professional/Technical	73,056	1.00	73,056	1.00	73,056	1.00
161,379	197,228	145,000	1.80	8040	Management/Supervisory	165,528	1.80	165,528	1.80	165,528	1.80
39,277	41,475	42,000	0.25	8050	Department Head	44,000	0.25	44,000	0.25	44,000	0.25
2,014	11,200	1,500		8080	Temporary/Part-time	1,500		1,500		1,500	
8,794	8,438	10,000		8090	Overtime	10,000		10,000		10,000	
363,773	410,394	439,500	6.05		Total Salaries	388,923	5.05	388,923	5.05	388,923	5.05
94,914	95,758	129,653		8110	PERS-Retirement	114,732		114,732		114,732	
0	0	10,988		8115	PERS - Assessment	9,723		9,723		9,723	
26,944	30,921	33,622		8120	Social Security/Medicare	29,753		29,753		29,753	
81,577	98,489	124,025		8140	Insurance	103,525		103,525		103,525	
1,824	2,052	2,198		8150	Unemployment	1,945		1,945		1,945	
2,179	2,471	3,515		8160	Workers Comp. Insurance	3,111		3,110		3,110	
571,211	640,085	743,501	6.05		Total Personal Services	651,712	5.05	651,713	5.05	651,713	5.05
779	1,030	750		8210	Office Supplies	750		750		750	
779	869	1,500		8220	Operating Supplies	1,000		1,000		1,000	
0	0	300		8240	Software & Maintenance	300		300		300	
523	2,986	1,250		8250	Small Tools & Minor Equip.	1,200		1,200		1,200	
294	85	1,000		8310	Advertising & Printing	500		500		500	
485	602	600		8320	Photocopying	700		700		700	
146	142	500		8330	Postage	500		500		500	
3,282	2,830	3,500		8340	Telephone	3,500		3,500		3,500	
2,324	2,172	2,500		8410	Dues, Memberships & Publications	2,500		2,500		2,500	
698	640	2,500		8420	Workshops and Conferences	2,500		2,500		2,500	
18,843	16,518	18,500		8430	Transportation	19,000		19,000		19,000	
0	0	500		8510	Professional Services	500		500		500	
7,395	6,545	12,000		8540	Contract Services	28,000		28,000		28,000	
0	0	0		8550	Contracts- Other Public Agency	80,000		80,000		80,000	
0	0	19,528		8560	Special Projects	10,000		10,000		10,000	
18,049	14,879	20,000		8740	Bank Charges	20,000		20,000		20,000	
0	0	0		8790	Misc. Department Expenses	0		0		0	
37,519	39,492	41,497		8810	Rent Interdepartmental	45,938		45,938		45,938	
6,400	6,500	6,800		8820	Insurance Interdepartmental	7,000		7,000		7,000	
21,469	23,230	24,705		8830	Management Services Interdept.	30,722		30,722		30,722	
38,724	44,988	48,569		8840	Information Services Interdept.	53,245		53,245		53,245	
157,709	163,508	206,499			Total Materials and Services	307,855		307,855		307,855	
0	0	45,000		8944	Vehicles	0		0		0	
0	0	5,000		8948	Computers and Attachments	0		0		0	
0	0	50,000			Total Capital Outlay	0		0		0	
25,000	0	0			Transfer to General Fund	0		0		0	
25,000	0	0			Total Transfer	0		0		0	
0	0	200,000		9990	Contingency	65,433		65,432		115,432	
0	0	200,000			Total Contingency	65,433		65,432		115,432	
753,920	803,593	1,200,000	6.05		Total Department Expenses	1,025,000	5.05	1,025,000	5.05	1,075,000	5.05
Revenues											
132,802	275,670	275,000		6000	Beginning Balance	215,000		215,000		265,000	
896,784	771,969	925,000		6200	Permits & Licenses	810,000		810,000		810,000	
0	0	0		6300	Charges for Services	0		0		0	
4	4	0		6990	Miscellaneous	0		0		0	
1,029,590	1,047,643	1,200,000			Total Revenues	1,025,000		1,025,000		1,075,000	
Net Cost of Program											
(275,670)	(244,050)	0			Expenditures less Revenue	(0)		(0)		(0)	

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

160 Domestic Mediation Fund	(Fund)
422 Domestic Mediation	(Divn)
422 Domestic Mediation	(Dept)

FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Adopted	FTE	Acct. Num.	Description	FY 24-25 Proposed	FTE	FY 24-25 Approved	FTE	Recommended for Adoption	FTE
Expenditures											
0	0	0		8010	Clerical/Admin. Specialist	0		0		0	
0	0	0		8030	Professional/Technical	0		0		0	
0	0	0		8040	Management/Supervisory	0		0		0	
0	0	0		8080	Temporary/Part-time	0		0		0	
0	0	0		8090	Overtime	0		0		0	
0	0	0	0.00		Total Salaries	0	0.00	0	0.00	0	0.00
0	0	0		8110	PERS-Retirement	0		0		0	
0	0	0		8120	Social Security/Medicare	0		0		0	
0	0	0		8140	Insurance	0		0		0	
0	0	0		8150	Unemployment	0		0		0	
0	0	0		8160	Workers Comp. Insurance	0		0		0	
0	0	0	0.00		Total Personal Services	0	0.00	0	0.00	0	0.00
51	47	150		8210	Office Supplies	150		150		150	
0	0	0		8220	Operating Supplies	0		0		0	
0	0	0		8420	Workshops and Conferences	0		0		0	
0	0	0		8430	Transportation	0		0		0	
37,080	29,752	55,370		8510	Professional Services	60,759		60,759		70,759	
0	0	0		8540	Contract Services	0		0		0	
0	0	500		8580	Special Projects	500		500		500	
0	0	0		8610	Repairs and Maintenance	0		0		0	
0	0	0		8820	Insurance Interdepartmental	0		0		0	
1,641	1,853	1,980		8830	Management Services Interdept.	1,591		1,591		1,591	
0	0	0		8840	Information Services Interdept.	0		0		0	
38,772	31,652	58,000			Total Materials and Services	63,000		63,000		73,000	
0	0	0		8948	Computers and Attachments	0		0		0	
0	0	0			Total Capital Outlay	0		0		0	
38,772	31,652	58,000	0.00		Total Department Expenses	63,000	0.00	63,000	0.00	73,000	0.00
Revenues											
17,060	15,755	15,000		6000	Beginning Balance	20,000		20,000		30,000	
37,467	37,467	38,000		6130	State Operating Grants	38,000		38,000		38,000	
0	0	0		6600	Fines & Forfeitures	0		0		0	
0	0	5,000		7910	Transfer from General Fund	5,000		5,000		5,000	
54,527	53,222	58,000			Total Revenues	63,000		63,000		73,000	
Net Cost of Program											
15,755	21,570	0			Expenditures less Revenue	0		0		0	

Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures

219 Public Works Complex Construction (Fund)
648 Public Works Complex Improvement (Divn)
810 General Services (Dept)

FY 21-22	FY 22-23	FY 23-24		Acct.		FY 24-25		FY 24-25		Recommended	
Actual	Actual	Adopted	FTE	Num.	Description	Proposed	FTE	Approved	FTE	for Adoption	FTE
Expenditures											
0	0	0	0.00	8010	Clerical/ Admin. Specialist	0	0.00	0	0.00	0	0.00
0	0	0	0.00	8030	Professional/Technical	0	0.00	0	0.00	0	0.00
0	0	0	0.00	8040	Management/Supervisory	0	0.00	0	0.00	0	0.00
0	0	0	0.00	8050	Department Head	0	0.00	0	0.00	0	0.00
0	0	0		8090	Overtime	0		0		0	
0	0	0	0.00		Total Salaries	0	0.00	0	0.00	0	0.00
0	0	0		8110	PERS-Retirement	0		0		0	
0	0	0		8120	Social Security/Medicare	0		0		0	
0	0	0		8140	Insurance	0		0		0	
0	0	0		8150	Unemployment	0		0		0	
0	0	0		8160	Workers Comp. Insurance	0		0		0	
0	0	0	0.00		Total Personal Services	0	0.00	0	0.00	0	0.00
0	0	0		8210	Office Supplies	0		0		0	
0	0	0		8250	Small Tools & Minor Equipment	0		0		0	
0	0	0		8410	Dues, Memberships & Publication	0		0		0	
0	0	5,000		8510	Professional Services	5,000		5,000		5,000	
0	0	0		8540	Contract Services	0		0		0	
10,000	10,000	0		8830	Management Services Interdept.	12,500		12,500		12,500	
337,200	345,630	350,000		9520	COP Principal Payment	360,000		360,000		360,000	
156,372	149,155	175,000		9530	COP Interest	150,000		150,000		150,000	
503,572	504,785	530,000			Total Materials and Services	527,500		527,500		527,500	
0	0	0		8910	Land	0		0		0	
1,144,215	213,098	120,000		8920	Buildings	55,000		55,000		30,000	
4,077	0	0		8930	Improvements Other than Bldg.	0		0		0	
0	0	0		8946	Furniture & Fixtures	0		0		0	
1,148,292	213,098	120,000			Total Capital Outlay	55,000		55,000		30,000	
0	0	0		9990	Contingency	0		0		0	
0	0	0			Total Contingency	0		0		0	
1,651,864	717,883	650,000	0.00		Total Department Expenses	582,500	0.00	582,500	0.00	557,500	0.00
Revenues											
747,171	(52,691)	50,000		6000	Beginning Balance	30,000		30,000		5,000	
0	0	0		7200	COP Proceeds	0		0		0	
2,002	2,906	0		6800	Interest Income	2,500		2,500		2,500	
100,000	100,000	100,000		7910	Transfer from General Fund	50,000		50,000		50,000	
750,000	650,000	500,000		7920	Transfer from Other Funds	500,000		500,000		500,000	
1,599,173	700,215	650,000			Total Revenues	582,500		582,500		557,500	
Net Cost of Program											
(52,691)	(17,668)	0			Expenditures less Revenue	0		0		0	

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

280 Economic Development	(Fund)
330 Economic Development	(Divn)
310 Community Development	(Dept)

FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Adopted	FTE	Acct. Num.	Description	FY 24-25 Requested	FTE	FY 24-25 Proposed	FTE	Recommended for Adopton	FTE
Expenditures											
0	0	0	0.00	8030	Professional/Technical	0	0.00	0	0.00	0	0.00
15,711	16,590	16,250	0.10	8050	Department Head	17,275	0.10	17,275	0.10	17,275	0.10
0	0	0		8080	Temporary/Part-time	0		0		0	
924	1,236	500		8090	Overtime	500		500		500	
16,635	17,826	16,750	0.10		Total Salaries	17,775	0.10	17,775	0.10	17,775	0.10
5,491	5,875	4,941		8110	PERS-Retirement	5,244		5,244		5,244	
0	0	419		8115	PERS - Assessment	444		444		444	
1,139	1,239	1,281		8120	Social Security/Medicare	1,360		1,360		1,360	
378	378	1,950		8140	Insurance	1,950		1,950		1,950	
81	87	84		8150	Unemployment	89		89		89	
17	17	68		8160	Workers Compensation Insurance	72		72		72	
23,741	25,422	25,493	0.10		Total Personal Services	26,933	0.10	26,933	0.10	26,933	0.10
0	0	100		8210	Office Supplies	100		100		100	
0	0	500		8250	Small Tools & Minor Equipment	500		500		500	
0	0	250		8310	Advertising & Printing	250		250		250	
0	0	50		8320	Photocopying	50		50		50	
0	0	1,000		8330	Postage	1,000		1,000		1,000	
74	0	200		8340	Telephone	200		200		200	
6,830	9,266	45,000		8410	Dues, Memberships & Publicatns	60,000		60,000		60,000	
0	961	500		8420	Workshops and Conferences	500		500		500	
103,000	120,000	120,000		8510	Professional Services - Planning	130,000		130,000		130,000	
12,000	0	0		8540	Contract Services	25,000		25,000		25,000	
648,963	844,045	550,000		8580	Special Projects	227,858		227,858		327,858	
68,729	79,556	92,049		8750	Participation\Public Agencies	100,000		100,000		100,000	
677,363	0	100,000		8755	Sub-grants	0		0		0	
0	0	250,000		8760	Infrastructure Reserve	250,000		250,000		250,000	
1,000	1,200	1,500		8820	Insurance Interdepartmental	1,600		1,600		1,600	
8,684	11,877	11,355		8830	Management Services Interdept.	23,767		23,767		23,767	
1,936	2,061	2,003		8840	Information Services Interdept	2,242		2,242		2,242	
1,528,579	1,068,966	1,174,507			Total Materials and Services	823,067		823,067		923,067	
0	0	0		8920	Buildings	0		0		0	
0	0	700,000		8930	Improvements Other than Bldgs.	700,000		700,000		700,000	
0	0	700,000			Total Capital Outlay	700,000		700,000		700,000	
1,552,320	1,094,388	1,900,000	0.10		Total Department Expenses	1,550,000	0.10	1,550,000	0.10	1,650,000	0.10
Revenues											
1,093,752	1,591,433	850,000		6000	Beginning Balance	500,000		500,000		600,000	
1,680,000	0	700,000		6110	Federal Awards	700,000		700,000		700,000	
21,290	0	0		6130	State Operating Grants	0		0		0	
348,711	455,445	350,000		6140	State Shared Revenues	350,000		350,000		350,000	
0	0	0		6180	Non-Governmental Grants	0		0		0	
0	17,500	0		6990	Miscellaneous	0		0		0	
3,143,753	2,064,378	1,900,000			Total Revenues	1,550,000		1,550,000		1,650,000	
Net Cost of Program											
1,591,433	969,990	0			Expenditures less Revenue	(0)		(0)		(0)	

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

295 Coordinated Housing Fund	(Fund)
875 Coordinated Housing	(Divn)
850 Administrative Officer	(Dept)

FY 21-22	FY 22-23	FY 23-24	Acct.		FY 24-25	FY 24-25	Recommended		
Actual	Actual	Adopted	FTE	Num.	Description	Proposed	FTE	Approved	FTE
								for Adoption	FTE
Expenditures									
0	0	0	0.00	8010	Clerical/Admin. Specialist	0	0.00	0	0.00
0	38,645	95,000	2.00	8030	Professional/Technical	105,000	2.00	105,000	2.00
0	7,667	16,000	0.20	8040	Management/Supervisory	22,500	0.25	22,500	0.25
0	0	25,000	0.20	8050	Department Head	32,500	0.25	32,500	0.25
0	0	1,500		8080	Temporary/Part-time	1,500		1,500	
0	489	2,500		8090	Overtime	2,500		2,500	
0	46,801	140,000	2.40		Total Salaries	164,000	2.50	164,000	2.50
0	7,502	41,300		8110	PERS-Retirement	48,380		48,380	
0	0	3,500		8115	PERS - Assessment	4,100		4,100	
0	3,447	10,710		8120	Social Security/Medicare	12,546		12,546	
0	18,980	49,200		8140	Insurance	51,250		51,250	
0	233	700		8150	Unemployment	820		820	
0	178	1,121		8160	Workers Comp. Insurance	1,314		1,314	
0	77,141	246,531	2.40		Total Personal Services	282,410	2.50	282,410	2.50
0	0	260		8210	Office Supplies	260		260	
0	0	2,000		8220	Operating Supplies	2,000		2,000	
0	0	1,000		8240	Software & Maintenance	1,000		1,000	
0	1,432	1,500		8250	Small Tools & Minor Equip.	1,500		1,500	
0	50	1,000		8310	Advertising & Printing	1,000		1,000	
0	0	250		8320	Photocopying	250		250	
0	0	100		8330	Postage	100		100	
0	80	1,000		8340	Telephone	1,000		1,000	
0	0	0		8410	Dues, Memberships & Publications	0		0	
0	0	3,500		8420	Workshops and Conferences	3,500		3,500	
0	265	1,900		8430	Transportation	1,900		1,900	
0	0	50,000		8510	Professional Services	50,000		50,000	
0	47,729	10,000		8540	Contract Services	10,000		10,000	
0	1,889	700,000		8560	Special Projects	700,000		700,000	
0	0	0		8740	Bank Charges	0		0	
0	0	1,000		8790	Misc. Department Expenses	1,000		1,000	
0	0	10,000		8810	Rent Interdepartmental	10,000		10,000	
0	0	0		8820	Insurance Interdepartmental	0		0	
0	0	10,000		8830	Management Services Interdept.	14,600		14,600	
0	0	2,250		8840	Information Services Interdept.	5,000		5,000	
0	51,445	795,760			Total Materials and Services	803,110		803,110	
0	0	500,000		8920	Buildings	500,000		500,000	
0	0	0		8948	Computers and Attachments	0		0	
0	0	500,000			Total Capital Outlay	500,000		500,000	
0	0	1,757,709		9990	Contingency	1,414,480		1,414,480	
0	0	1,757,709			Total Contingency	1,414,480		1,414,480	
0	128,586	3,300,000	2.40		Total Department Expenses	3,000,000	2.50	3,000,000	2.50
Revenues									
0	1,000,000	3,300,000		6000	Beginning Balance	3,000,000		3,000,000	
0	0	0		6110	Federal Awards	0		0	
1,000,000	0	0		6130	State Operating Grants	0		0	
0	2,456,372	0		6131	State Operating Grants - BH	0		0	
0	0	0		6170	Intergovernmental Local Govt.	0		0	
0	0	0		6800	Interest Income	0		0	
0	0	0		6990	Miscellaneous	0		0	
#####	3,456,372	3,300,000			Total Revenues	3,000,000		3,000,000	
Net Cost of Program									
#####	(3,327,786)	0			Expenditures less Revenue	(0)		(0)	

310 Building Improvement	(Fund)
820 Courthouse Bldg Improvement	(Divn)
810 General Services	(Dept)

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

FY 21-22	FY 22-23	FY 23-24	Acct.		FY 24-25		FY 24-25	Recommended
Actual	Actual	Adopted	Num.	Description	Proposed	FTE	Approved	FTE for Adoption
0	4,921	0	8250	Small Tools & Minor Equipment	0		0	0
0	13,693	40,000	8510	Professional Services	25,000		25,000	25,000
0	0	0	8610	Repairs and Maintenance	0		0	0
0	0	0	8790	Misc Department Expense	0		0	0
279,563	286,984	300,000	9520	COP Principal Payment	300,000		300,000	300,000
146,685	140,210	85,000	9530	COP Interest	120,000		120,000	120,000
426,248	445,808	425,000		Total Materials and Services	445,000		445,000	445,000
0	0	0	8910	Land	0		0	0
544,928	44,296	700,000	8920	Buildings	291,120		291,120	141,120
1,176	0	23,880	8930	Improvements Other than Bldgs.	23,880		23,880	23,880
0	0	0	8948	Computers & Attachments	0		0	0
546,104	44,296	723,880		Total Capital Outlay	315,000		315,000	165,000
972,352	490,104	1,148,880		Total Department Expenses	760,000		760,000	610,000
Revenues								
81,329	3,811	150,000	6000	Beginning Fund Balance	200,000		200,000	50,000
0	0	0	6110	Federal Awards	0		0	0
0	0	0	6170	Intergovernmental Local Govt.	0		0	0
374	4,208	0	6800	Interest Income	0		0	0
0	0	0	7200	COP Proceeds	0		0	0
200,000	350,000	250,000	7910	Transfer from General Fund	125,000		125,000	125,000
900,000	500,000	1,000,000	7920	Transfer from Other Fund	700,000		700,000	700,000
1,181,703	858,019	1,400,000		Total Revenues	1,025,000		1,025,000	875,000
Net Cost of Program								
(3,811)	(126,945)	0		Expenditures less Revenues	0		0	0
1,177,892	731,074	1,400,000		Total Fund Requirements	1,025,000		1,025,000	875,000
1,181,703	858,019	1,400,000		Total Fund Resources	1,025,000		1,025,000	875,000
3,811	126,945	0	0.00	Net Fund Balance	0	0.00	0	0.00

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

232 Health Services	(Fund)
582 Family & Community Outreach	(Divn)
510 Health Services	(Dept)

FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Adopted	FTE	Acct. Num.	Description	FY 24-25 Proposed	FTE	FY 24-25 Approved	FTE	Recommended for Adoption	FTE
Expenditures											
86,387	59,940	0	0.00	8010	Clerical/Admin. Specialist	0	0.00	0	0.00	0	0.00
868,222	1,112,477	1,450,000	27.00	8030	Professional/Technical	1,300,000	24.00	1,250,000	23.00	1,250,000	23.00
279,848	302,490	325,000	3.60	8040	Management/Supervisory	432,982	4.70	432,982	4.70	432,982	4.70
30,761	48,374	25,000		8080	Temporary/Part-time	25,000		25,000		25,000	
7,389	33,687	20,000		8090	Overtime	20,000		20,000		20,000	
1,272,607	1,556,968	1,820,000	30.60		Total Salaries	1,777,982	28.70	1,727,982	27.70	1,727,982	27.70
321,506	362,513	445,900		8110	PERS-Retirement	435,606		423,356		423,356	
-	-	45,500		8115	PERS - Assessment	44,450		43,200		43,200	
96,559	120,456	139,230		8120	Social Security/Medicare	136,016		132,191		132,191	
336,765	384,781	474,300		8140	Insurance	444,850		429,350		429,350	
6,496	7,938	9,100		8150	Unemployment	8,890		8,640		8,640	
3,367	4,799	5,460		8160	Workers Comp. Insurance	5,334		5,180		5,180	
2,037,300	2,437,455	2,939,490	30.60		Total Personal Services	2,853,127	28.70	2,769,900	27.70	2,769,900	27.70
3,268	4,502	4,000		8210	Office Supplies	4,000		4,000		4,000	
1,273	1,884	1,500		8220	Operating Supplies	2,000		2,000		2,000	
1,730	3,970	4,000		8225	Fuels & Lubricants	2,000		2,000		2,000	
836	0	1,600		8240	Software & Maintenance	5,000		5,000		5,000	
23,229	10,709	10,000		8250	Small Tools & Minor Equipment	5,000		5,000		5,000	
16,131	17,781	10,000		8310	Advertising and Printing	10,000		10,000		10,000	
9,257	12,677	10,000		8320	Photocopying	11,000		11,000		11,000	
3,074	3,417	1,500		8330	Postage	1,500		1,500		1,500	
22,458	28,313	22,000		8340	Telephone	30,000		30,000		30,000	
7,347	8,849	7,500		8410	Dues, Memberships & Publicatns.	7,500		7,500		7,500	
5,517	8,606	6,500		8420	Workshops and Conferences	10,000		10,000		10,000	
4,701	10,873	7,000		8430	Transportation	10,000		10,000		10,000	
32,354	20,310	0		8510	Professional Services	0		0		0	
190,204	210,843	150,000		8540	Contract Services	0		0		0	
0	0	0		8565	Client Services	785,000		785,000		785,000	
569,072	1,413,122	1,500,000		8580	Special Projects	266,692		288,167		110,167	
18	0	0		8610	Repairs & Maintenance	0		0		0	
890	4,064	0		8614	Vehicle & Equip. Maintenance	0		0		0	
0	0	0		8710	Loan Repayment	0		0		178,000	
160	208	0		8740	Bank Charges	0		0		0	
20,273	21,256	25,000		8810	Rent Interdepartmental	177,500		177,500		177,500	
1,500	2,500	2,500		8820	Insurance Interdepartmental	3,500		3,500		3,500	
91,186	115,496	133,502		8830	Management Services Interdept.	177,352		177,352		177,352	
31,448	35,308	42,822		8840	Information Services Interdept.	47,930		47,930		47,930	
1,035,926	1,934,688	1,939,424			Total Materials and Services	1,555,974		1,577,449		1,577,449	
0	0	1,500,000		8920	Buildings	0		0		0	
0	0	0			Machinery	0		0		0	
0	0	1,500,000			Total Capital Outlay	0		0		0	
3,073,226	4,372,143	6,378,914	30.60		Total Department Expenses	4,409,101	28.70	4,347,349	27.70	4,347,349	27.70
Revenues											
(995,176)	(1,350,406)	0		6000	Beginning Balance	0		0		0	
0	232,635	0		6110	Federal Grants	0		0		0	
0	0	300,000		6124	Medicaid Fee for Services	100,000		100,000		100,000	
636,035	370,255	495,000		6130	State Operating Grants-Cont	370,000		370,000		370,000	
30,000	94,689	30,000		6131	M.H. State Operating Grants	120,000		120,000		120,000	
1,101,230	1,412,383	1,600,000		6170	Intergovernmental Local Govt.	1,400,000		1,400,000		1,400,000	
245,706	1,341,847	1,975,000		6180	Non Govt. Grant	2,075,000		2,075,000		2,075,000	
275,000	14	150,000		6300	Charges for Services	50,000		50,000		50,000	
19,255	8,280	25,000		6310	Rentals	120,000		120,000		120,000	
310,770	149,033	25,000		6980	Donations	50,000		50,000		50,000	
100,000	350,000	250,000		7910	Transfer from General Fund	100,000		100,000		100,000	
0	0	1,500,000		7911	Inter Fund Loan Proceeds	0		0		0	
1,722,820	2,608,730	6,350,000			Total Revenues	4,385,000		4,385,000		4,385,000	
Net Cost of Program											
(1,350,406)	(1,763,413)	28,914			Expenditures less Revenue	24,101		(37,651)		(37,651)	
4,504,009	6,514,460	8,875,000	46.35		Total Fund Requirements	7,035,000	44.30	7,035,000	43.30	7,035,000	43.30
5,298,540	6,854,042	8,875,000			Total Fund Resources	7,035,000		7,035,000		7,035,000	

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

235 Public Health	(Fund)
525 General Health	(Divn)
510 Health Services	(Dept)

FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Adopted	FTE	Acct. Num.	Description	FY 24-25 Proposed	FTE	FY 24-25 Approved	FTE	Recommended for Adoption	FTE
Expenditures											
45,547	104,977	61,000	1.30	8010	Clerical/Admin. Specialist	77,000	1.50	77,000	1.50	77,000	1.50
483,615	617,330	760,000	11.55	8030	Professional/Technical	620,000	10.10	620,000	10.10	620,000	10.10
170,550	289,166	250,000	3.40	8040	Management/Supervisory	310,000	3.15	310,000	3.15	310,000	3.15
39,380	6,167	12,000		8080	Temporary/Part-Time	12,000		12,000		12,000	
21,599	35,157	20,000		8090	Overtime	20,000		20,000		20,000	
760,691	1,052,797	1,103,000	16.25		Total Salaries	1,039,000	14.75	1,039,000	14.75	1,039,000	14.75
167,414	240,346	286,780		8110	PERS-Retirement	270,140		270,140		270,140	
0	0	27,575		8115	PERS - Assessment	25,975		25,975		25,975	
57,226	81,663	84,380		8120	Social Security/Medicare	79,484		79,484		79,484	
164,260	247,024	300,625		8140	Insurance	272,875		272,875		272,875	
3,880	5,339	5,515		8150	Unemployment	5,195		5,195		5,195	
9,761	11,418	27,576		8160	Workers Comp. Insurance	25,976		25,976		25,976	
1,163,232	1,638,587	1,835,451	16.25		Total Personal Services	1,718,645	14.75	1,718,645	14.75	1,718,645	14.75
2,334	1,430	2,500		8210	Office Supplies	2,500		2,500		2,500	
8,662	4,310	10,000		8220	Operating Supplies	5,000		5,000		5,000	
46	0	0		8225	Fuels & Lubricants	0		0		0	
10,525	15,675	8,250		8240	Software & Maintenance	10,000		10,000		10,000	
14,771	1,674	1,000		8250	Small Tools & Minor Equipment	5,000		5,000		5,000	
42,473	1,444	1,000		8310	Advertising and Printing	1,000		1,000		1,000	
3,147	2,231	1,500		8320	Photocopying	1,500		1,500		1,500	
1,025	998	1,500		8330	Postage	1,500		1,500		1,500	
17,730	11,585	15,000		8340	Telephone	15,000		15,000		15,000	
203	229	250		8350	Utilities	250		250		250	
5,192	7,330	1,500		8410	Dues, Memberships & Publicati	8,000		8,000		8,000	
882	12,923	10,000		8420	Workshops and Conferences	10,000		10,000		10,000	
597	2,745	7,500		8430	Transportation	3,000		3,000		3,000	
76,827	9,038	15,000		8510	Professional Services	10,000		10,000		10,000	
20,306	14,982	15,000		8520	Medical Care	15,000		15,000		15,000	
112,812	55,298	0		8540	Contract Services	165,000		165,000		165,000	
247,576	210,723	108,000		8550	Contracts - Other Public-Agenc	270,000		270,000		270,000	
79,129	34,807	240,000		8580	Special Projects	97,745		110,745		110,745	
5,160	9	0		8610	Repairs and Maintenance	0		0		0	
101,366	106,281	113,029		8810	Rent Interdepartmental	121,097		121,097		121,097	
1,800	2,000	2,500		8820	Insurance Interdepartmental	2,700		2,700		2,700	
62,071	75,355	90,132		8830	Management Services Interdep	81,129		81,129		81,129	
32,886	33,882	36,191		8840	Information Services Interdept	42,298		42,298		42,298	
80,000	250,000	130,000		8850	Health Serv. Admin. Interdept.	135,000		135,000		135,000	
927,520	854,949	809,852			Total Materials & Services	1,002,719		1,015,719		1,015,719	
0	0	0		8942	Machinery	0		0		0	
0	0	0			Total Capital Outlay	0		0		0	
0	0	213,679		9990	Fund Operating Contingency	0		0		250,000	
0	0	213,679			Total Contingency	0		0		250,000	
2,090,752	2,493,536	2,858,982	16.25		Total Dept Expenses	2,721,364	14.75	2,734,364	14.75	2,984,364	14.75
Revenues											
2,788,233	2,202,783	400,000		6000	Beginning Fund Balance	200,000		200,000		450,000	
394,452	318,077	450,000		6110	Federal Awards	155,000		155,000		155,000	
10,965	10,965	22,500		6122	OHP Capitation	25,000		25,000		25,000	
21,137	13,198	87,500		6124	Medicaid Fee for Services	200,000		200,000		200,000	
975,725	1,000,350	1,110,000		6130	State Operating Grants	1,315,000		1,315,000		1,315,000	
0	469,763	705,000		6170	Intergovernmental Local Govt.	700,000		700,000		700,000	
0	19,688	125,000		6180	Non-Governmental Grants	0		0		0	
96,973	260,708	100,000		6300	Charges for Services	250,000		250,000		250,000	
6,050	0	0		6990	Miscellaneous	0		0		0	
4,293,535	4,295,532	3,000,000			Total Revenues	2,845,000		2,845,000		3,095,000	
Net Cost of Program											
2,202,783	1,801,996	(141,018)			Expenditures less Revenue	(123,636)		(110,636)		(110,636)	

**Polk County
Proposed Budget
Fiscal Year 2024-25
Beginning July 1, 2024
Expenditures**

240 Behavioral Health	(Fund)
530 Behavioral Health Support Services	(Divn)
510 Health Services	(Dept)

FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Adopted	FTE	Acct. Num.	Description	FY 24-25 Proposed	FTE	FY 24-25 Approved	FTE	Recommended for Adoption	FTE
Expenditures											
690,462	817,420	979,607	21.00	8010	Clerical/Admin. Specialist	937,894	19.50	937,894	19.50	937,894	19.50
45,377	9,383	0	0.00	8030	Professional/Technical	0	0.00	0	0.00	0	0.00
161,762	12,438	462,417	5.00	8040	Management/Supervisory	241,125	3.00	241,125	3.00	241,125	3.00
17,992	17,350	20,000		8080	Temporary/Part-time	20,000		20,000		20,000	
9,611	2,772	10,000		8090	Overtime	10,000		10,000		10,000	
925,204	859,363	1,472,024	26.00		Total Salaries	1,209,019	22.50	1,209,019	22.50	1,209,019	22.50
223,789	189,605	419,527		8110	PERS-Retirement	344,570		344,570		344,570	
0	0	36,801		8115	PERS - Assessment	30,225		30,225		30,225	
68,895	65,078	112,610		8120	Social Security/Medicare	92,490		92,490		92,490	
331,053	315,723	520,000		8140	Insurance	472,500		472,500		472,500	
4,634	4,171	7,353		8150	Unemployment	6,039		6,039		6,039	
1,108	967	4,416		8160	Workers Comp. Insurance	3,627		3,627		3,627	
1,554,683	1,434,907	2,572,730	26.00		Total Personal Services	2,158,471	22.50	2,158,471	22.50	2,158,471	22.50
1,219	3,298	2,000		8210	Office Supplies	2,000		2,000		2,000	
157	196	500		8220	Operating Supplies	500		500		500	
1,612	16,524	5,000		8240	Software & Maintenance	15,000		15,000		15,000	
70,331	15,655	5,000		8250	Small Tools & Minor Equipment	5,000		5,000		5,000	
558	998	2,000		8310	Advertising and Printing	2,000		2,000		2,000	
6,553	7,951	5,000		8320	Photocopying	5,000		5,000		5,000	
70	4	0		8330	Postage	0		0		0	
15,759	11,041	15,000		8340	Telephone	15,000		15,000		15,000	
1,352	1,527	1,000		8350	Utilities	1,000		1,000		1,000	
14,308	16,256	14,000		8410	Dues, Memberships & Publicatns	14,000		14,000		14,000	
194	0	5,000		8420	Workshops and Conferences	5,000		5,000		5,000	
1,119	825	5,000		8430	Transportation	5,000		5,000		5,000	
676	4,956	150,000		8510	Professional Services	20,000		20,000		20,000	
204	61,429	5,000		8580	Special Projects	5,000		5,000		5,000	
288	59	500		8610	Repairs and Maintenance	500		500		500	
0	0	1,500,000		8795	Inter Fund Loan	0		0		0	
44,522	46,176	37,270		8810	Rent Interdepartmental	57,493		57,493		57,493	
15,000	17,000	7,250		8820	Insurance Interdepartmental	8,000		8,000		8,000	
244,237	244,237	83,967		8830	Management Services Interdept.	333,762		333,762		333,762	
101,566	108,288	109,730		8840	Information Services Interdept	120,531		120,531		120,531	
56,000	0	0		8850	Human Serv. Admin. Interdept.	0		0		0	
575,725	556,420	1,953,217			Total Materials & Services	614,786		614,786		614,786	
7,660	107,144	4,500,000		8920	Buildings	6,000,000		6,000,000		6,000,000	
0	0	0		8930	Improvements Other than Bldg.	0		0		0	
0	0	0		8948	Computers and Attachments	0		0		0	
7,660	107,144	4,500,000			Total Capital Outlay	6,000,000		6,000,000		6,000,000	
0	0	5,629,140		9990	Contingency	6,975,449		6,775,449		7,775,449	
0	0	5,629,140			Total Contingency & Trans	6,975,449		6,775,449		7,775,449	
2,138,068	2,098,471	14,655,087	26.00		Total Department Expenses	15,748,706	22.50	15,548,706	22.50	16,548,706	22.50
Revenues											
7,775,897	10,293,677	12,000,000		6000	Beginning Fund Balance	16,000,000		16,000,000		17,000,000	
0	0	0		6110	Federal Grants	0		0		0	
90,459	30,376	0		6122	OHP Capitation	0		0		0	
62,859	12,698	0		6131	MH State Operating Grants	0		0		0	
42,308	0	0		6180	Non-governmental Grants	0		0		0	
2,075,000	2,111,707	2,840,000		6300	Charges for Services - Interdept.	2,650,000		2,650,000		2,650,000	
0	0	0		6310	Charges for Service-Rentals	0		0		0	
40,420	300,823	100,000		6800	Interest Income	450,000		450,000		450,000	
0	0	0		6990	Miscellaneous	0		0		0	
10,086,943	12,749,281	14,940,000			Total Revenues	19,100,000		19,100,000		20,100,000	
Net Cost of Program											
(7,948,875)	(10,650,810)	(284,913)			Expenditures less Revenue	(3,351,294)		(3,551,294)		(3,551,294)	

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR POLK COUNTY, OREGON**

In the Matter of the Adoption)
of the County Budget,)
Appropriation of Funds, and)
the Levying of Taxes for)
Fiscal Year 2024-2025.)

RESOLUTION NO. 24-08

SECTION I.

ADOPTION OF BUDGET

BE IT RESOLVED that the Board of Commissioners for the County of Polk hereby adopts the Budget for 2024-2025 in the sum of **\$125,480,750** now on file at the County Courthouse.

SECTION II.

ADOPTION OF APPROPRIATIONS

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND (100)

ASSESSOR		1,990,404
COMMUNITY CORRECTIONS		2,563,197
COMMUNITY DEVELOPMENT		
Environmental Health	410,899	
Planning	<u>860,467</u>	
TOTAL COMMUNITY DEVELOPMENT		1,271,366
COMMUNITY SERVICE-DIVERSION		457,934
COUNTY CLERK		
Recording	244,344	
Registration & Election	<u>460,427</u>	
TOTAL COUNTY CLERK		704,771
PARKS MAINTENANCE		80,701

GENERAL FUND (cont)

DISTRICT ATTORNEY		
Prosecution	2,218,043	
Medical Examiner	77,057	
Support Enforcement	524,178	
Victim's Assistance	450,954	
CASA	<u>20,000</u>	
TOTAL DISTRICT ATTORNEY		3,290,232
SHERIFF		
Jail	7,590,260	
Patrol	<u>7,368,383</u>	
TOTAL SHERIFF		14,958,643
EMERGENCY MANAGEMENT		623,847
TAX COLLECTOR		345,062
TREASURER		64,328
NON-DEPARTMENTAL		7,000
O & C TIMBER TITLE III		50,000
TRANSFERS		
Transfers to:		
Public Works Fund	150,000	
Dog Control Fund	140,000	
Marine Patrol Fund	5,000	
Law Library	25,000	
Domestic Mediation	5,000	
Health Services Fund	100,000	
Public Health Fund	150,000	
Juvenile Dept. Fund	800,000	
Fair Fund	200,000	
Veteran's Services Fund	90,000	
Building Improvement Fund	125,000	
Public Works Const. Fund	50,000	
Insurance Fund	<u>200,000</u>	
TOTAL TRANSFERS		2,040,000
Fund Operating Contingency		<u>3,276,765</u>
TOTAL GENERAL FUND		\$ 31,724,250

OTHER FUNDS

BUILDING INSPECTION FUND (110)

Building Inspection	\$1,009,568
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Contingency	<u>\$65,432</u>	
Fund Total		\$ 1,075,000
C.A.M.I. FUND (140)		\$ 155,500
DOMESTIC MEDIATION FUND (160)		\$ 73,000
COURT SECURITY FUND (180)		\$ 152,500
PUBLIC WORKS FUND (210)		
Administration Program	\$1,216,026	
County Shop	722,744	
Road Maintenance	5,640,918	
Road Construction	1,930,500	
Survey	449,769	
Engineering	692,189	
Transfers To:		
Public Works Const. Fund	500,000	
Contingency	<u>3,704,854</u>	
FUND TOTAL		\$ 14,857,000
PUBLIC LAND CORNER PRESERVATION FUND (215)		\$ 110,000
PUBLIC WORKS CONSTRUCTION FUND (219)		\$ 557,500
DOG CONTROL FUND (220)		\$ 237,500
MARINE PATROL FUND (225)		\$ 82,500
LAW LIBRARY FUND (230)		\$ 85,000
HEALTH SERVICES (232)		
Administration	\$2,687,651	
Family & Community Outreach	<u>4,347,349</u>	
FUND TOTAL		\$ 7,035,000
PUBLIC HEALTH FUND (235)		
Family Planning	\$ 143,643	
General Health	2,734,364	
Women Infants Children	386,993	
Contingency	<u>250,000</u>	
FUND TOTAL		\$ 3,515,000
BEHAVIORAL HEALTH (240)		
Support Services	\$8,773,257	
Addictions Programs	0	
Outpatient MH Services	22,205,409	
Developmental Disability	4,920,885	
Contingency	<u>7,775,449</u>	
FUND TOTAL		\$ 43,675,000

JUVENILE DEPARTMENT (245)		
Juvenile Probation	\$ 986,567	
Juvenile Sanctions	290,433	
Community Service-Juvenile	<u>0</u>	
FUND TOTAL		\$ 1,277,000
FAIR FUND (260)		
Year Round Operations	\$ 505,274	
Annual County Fair	<u>285,726</u>	
FUND TOTAL		\$ 791,000
VETERAN'S SERVICES FUND (254)		\$ 360,000
COUNTY SCHOOL FUND (270)		\$ 186,000
ECONOMIC DEVELOPMENT FUND (280)		\$ 1,650,000
AMERICAN RESCUE PLAN FUND (290)		\$ 2,250,000
COORDINATED HOUSING FUND (295)		
Coordinated Housing	\$1,585,520	
Contingency	<u>914,480</u>	
Fund Total		\$ 2,500,000
HOUSEHOLD HAZARDOUS WASTE FUND (300)		\$ 120,000
BUILDING IMPROVEMENT FUND (310)		\$ 875,000
PERS RESERVE FUND (615)		\$ 1,625,000
MANAGEMENT SERVICES FUND (610)		
County Counsel	\$ 201,317	
Board of Commissioners	441,990	
Finance	1,103,977	
Human Resources	597,018	
Resource Center	164,956	
GENERAL SERVICES		
Academy-Building Maintenance	646,810	
Courthouse-Building Maintenance	994,908	
Buchanan Building Maintenance	459,698	
Jail-Building Maintenance	521,527	
Information Services	1,665,224	
Computer Mapping (GIS)	417,061	
Central Services	617,477	
Special Projects	778,037	
Transfer To:		
Building Improvement Fund	<u>\$ 700,000</u>	
FUND TOTAL		\$ 9,310,000

INSURANCE FUND (620)

\$ 1,202,000

Total of All Fund Appropriations

\$125,480,750

SECTION III.

ADOPTION OF TAX LEVY

BE IT FURTHER RESOLVED that the Board of Commissioners for Polk County hereby imposes the taxes provided for in the adopted budget at the rate of \$1.716 per \$1,000 of assessed value and a rate of \$0.4950 per \$1,000 of assessed value for the Public Safety Operating Levy; and that these taxes are hereby imposed and categorized for tax year 2024-2025 upon the assessed value of all taxable property within Polk County.

	Subject to the General Government Limitation	Excluded from the Limitation
Permanent Tax Rate	\$ 1.7160/\$1,000	\$ 0
Local Option Rate	\$ 0.4950/\$1,000	0
Total Levy	\$ 2.2110/\$1,000 and	\$ 0

DATED this 26th day of June 2024, at Dallas, Oregon.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Approved as to Form:

Morgan Smith
County Counsel



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: BOARD OF COMMISSIONERS
FROM: GREG HANSEN, ADMIN. OFFICER
DATE: JUNE 11, 2024
SUBJECT: GENERAL LIABILITY/PROPERTY INSURANCE – FISCAL YEAR 2024–2025

RECOMMENDATION:

The Board approve the following:

1. Purchase General Liability insurance in the amount of \$778,668.85 less a deductible of -\$349,006.00 and multi-line credit -\$23,359.07 for a net of \$443,822.35 (Option C-Liability Retro Financing Plan).
2. Purchase Automobile Liability insurance in the amount of \$53,511.69.
3. Purchase Auto Physical Damage in the amount of \$46,911.56.
4. Purchase Property/Boiler insurance from CCIS in the amount of \$199,466.25 for buildings and contents.
5. Purchase the optional Crime Coverage in the amount of \$2,952.
6. Purchase Cyber Security Coverage and Excess Coverage \$32,025
7. Utilize the multi-line of credit. All coverages (#2, #3, and #4) include the multi-line of credit.

ISSUE:

Should the County purchase liability and property insurance policies for fiscal year 2024-2025?

BACKGROUND:

Currently, the County has its General Liability, Auto Liability, Inland Marine (scheduled vehicle coverage) and Property/Boiler insurance policies through CCIS. Those existing policies terminate on June 30, 2024.

The County, through its Agent of Record, Jon Woods, received a quote from one vendor (CCIS) (see attachment).

Fourteen (15) years ago, the County elected to purchase General Liability both due to requirements by CCIS and the higher tort limits imposed in the State.

The proposed Property insurance policy, including boiler and machinery coverage, is insuring buildings in the amount of over \$120 million including contents with a \$2,500 deductible per occurrence. Included in the property insurance is coverage for flood and earthquake with a maximum of \$50,000 deductible for both (total aggregate coverage is \$5 million for this coverage).

It is becoming more difficult to find companies that are willing to write insurance coverage for public entities without having a lot of exclusions. CIS only writes insurance coverage for public entities and is designed to meet all of the public entity needs. I have asked Mr. Woods to take a hard look at other companies, so that the County can have options in the future to look at however we continue to be unsuccessful.

ALTERNATIVES:

The following are alternatives:

1. Approve the recommendation as proposed.
- 2. Modify the recommendation.

FISCAL IMPACT:

The cost associated with the quoted policies after discount is **\$778,668.85 which includes coverages for Cyber-Security**. This is an increase of about 6.0% over last year's price of \$734,174.



citycounty insurance services
cisoregon.org

Property and/or Liability Proposal Summary

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

Proposal Date: 6/6/2024
Member Number: 20025
Effective Date: 7/1/2024
Termination Date: 7/1/2025

This is not an invoice. Information Only.

Coverage	Description	Amount	Total
General Liability - Retro Plan (0.60/1.40)	Contribution Limit: \$5,000,000	\$816,187.42	
	Retro Deductible Credit	(\$349,006.00)	
	Multi-Line Credit	(\$23,359.07)	
			\$443,822.35
Auto Liability - Retro Plan (0.60/1.40)	Contribution	\$56,328.09	
	Multi-Line Credit	(\$2,816.40)	
			\$53,511.69
Auto Physical Damage	Contribution	\$49,380.59	
	Multi-Line Credit	(\$2,469.03)	
			\$46,911.56
Property	Contribution	\$209,943.43	
	Multi-Line Credit	(\$10,497.17)	
			\$199,446.25
Optional Excess Liability	Not Purchased		\$0.00
Optional Excess Quake	Not Purchased		\$0.00
Optional Excess Flood	Not Purchased		\$0.00
Optional Excess Crime	Contribution	\$2,952.00	
			\$2,952.00
Optional Cyber Security	Contribution	\$10,500.00	
			\$10,500.00
Optional Excess Cyber Security	Contribution	\$21,525.00	
			\$21,525.00
Difference in Conditions	Not Purchased		\$0.00
Summary			
	Contribution	\$1,166,816.53	
	Retro Deductible Credit	(\$349,006.00)	
	Multi-Line Credit	(\$39,141.67)	

This is not an invoice. Information Only.

\$778,668.85

CIS Public Entity Liability Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/6/2024

Coverage Period: 7/1/2024 to 7/1/2025

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	NONE	\$698,012

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2024)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$4,800,000	\$14,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2024)

Coverage*	Per Occurrence	Annual Aggregate		
Additional layer of Excess Liability (General and Auto Liability)	Not Purchased	Not Purchased		

*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

Coverage	Contribution
General Liability	\$816,187.42
Auto Liability	\$56,328.09
Excess Liability	\$0.00
Liability Total	\$872,515.51

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Auto Physical Damage Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/6/2024

Coverage Period: 7/1/2024 to 7/1/2025

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$49,380.59
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

***This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Total Contribution:

\$49,380.59

Forms Applicable:

CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2024)

**Current CIS Auto Schedule

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Property Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/6/2024

Coverage Period: 7/1/2024 to 7/1/2025

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Limits (Per Occurrence):*

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
Difference In Conditions - Earthquake & Flood (if any):	\$0
Extra Items (if any):	

***This represents only a brief summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered:	Per current CIS Property Schedule.
Perils Covered:	Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.
Deductibles:	\$2,500 Per occurrence except as noted and as follows (if any). \$2,500 Per occurrence on scheduled mobile equipment items. Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.
Total Contribution:	\$209,943.43 (Property) \$0.00 (Excess Earthquake) \$0.00 (Excess Flood) \$0.00 (Difference In Conditions)
Forms Applicable:	CIS Property Coverage Agreement - CIS PR (7/1/2024)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Equipment Breakdown Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/6/2024

Coverage Period: 7/1/2024 to 7/1/2025

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Limits:*

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

*This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:

Per current CIS Property Schedule.

Deductible:

\$2,500 All Coverages: 24 hour waiting period applies for service interruption.

Contribution:

Included

Forms Applicable:

CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2024)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Excess Crime Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/6/2024

Coverage Period: 7/1/2024 to 7/1/2025

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement:*

Employee Theft - Per Loss Coverage	\$500,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	Maximum recovery** \$250,000
**Recovery subject to lower limit purchased by member if under \$250,000	

Additional Coverages:

Faithful Performance of Duty	Included
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*This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

Locations Covered: Per current CIS Property Schedule.
Contribution: \$2,952.00
Forms Applicable: National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Cyber Security Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/6/2024

Coverage Period: 7/1/2024 to 7/1/2025

Named Member
Polk County
850 Main St.
Dallas, OR 97338

Agent of Record
Craven-Woods Insurance
398 E Ellendale Ave
Dallas, OR 97338

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Cyber Security Coverage

Pool-wide aggregate limit per coverage year, \$5,000,000.

Total Coverage Limit*	\$1,250,000
Tier 1 Coverage Limit	\$50,000
Tier 2 Coverage Limit	\$200,000
Tier 3 (Excess) Coverage Limit	\$1,000,000
Notification Costs	Included
Third Party Liability	Included
Penalties	Included
Extortion	Included
Breach Coaching	Included
Public Relations Consulting	Included
Credit Monitoring	Included
Impersonation Fraud Coverage	Included

*This represents only a brief summary of coverages. Please refer to the CIS Cyber Security Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Deductible:	\$5,000
Contribution:	Tier 1: \$7,500.00
	Tier 2: \$3,000.00
	Tier 3 (Excess): \$21,525.00
	Total: \$32,025.00

Forms Applicable: CIS Cyber Security Coverage Agreement - CIS CYBER (7/1/2024)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: BOARD OF COMMISSIONERS

FROM: GREG HANSEN, ADMIN. OFFICER

DATE: JUNE 18, 2024

SUBJECT: WORKERS' COMPENSATION INSURANCE - CARRIER SELECTION

RECOMMENDATION:

The Board takes the following actions:

1. Select SAIF as its Workers' Compensation Insurance carrier for the County.
2. Select a fixed plan in the amount of \$264,892.08.

ISSUE:

Which carrier should the County renew its Workers' Compensation Insurance with, and which type of plan should the County choose?

HISTORY:

The following is a ten-year history of the County's experience modification ratings:

YEAR	RATING
2015-16	.76
2016-17	.88
2017-18	1.11
2018-19	.98
2019-20	.95
2020-21	.83
2021-22	.87
2022-23	.84
2023-24	.87
2024-25	.79

Experience modifications are calculated on the last three of four years of loss history. For example, the 2024-25 experience modification takes into account the fiscal years 2020-21, 21-22 and 22-23.

The experience modification rating is used in calculating the County's insurance premium. For

example, in 2023-24, if the County had an estimated annual premium of \$100,000, the standard premium **\$79,000** (**100,000 x 0.79**). However, if that same annual premium were calculated in 2015-16, the standard premium would be \$76,000 (100,000 x .76).

The following is a twelve-year history of the claims frequency and losses for the County:

Year	Claims	Losses
2012-13 (retro)	15	\$ 12,997
2013-14 (retro)	14	\$147,445
2014-15 (retro)	11	\$161,597
2015-16 (retro)	12	\$296,676
2016-17 (retro)	12	\$ 28,112
2017-18 (retro)	18	\$ 50,942
2018-19 (retro)	12	\$215,426 **
2019-20 (retro)	6	\$187,446
2020-21 (retro)	13	\$ 35,777
2021-22 (retro)	13	\$110,670
2022-23 (fixed)	11	\$ 88,106
2023-24 (fixed)	11	\$108,702

* Through 5-31-24 (11 months) includes \$30,286 in reserves

** We recovered approximately \$125,000 in reimbursement from our major accident

In 1991-94 the County selected the Oregon Public Employers Group (OPEG) retro plan through SAIF. In 1994-2000, the County selected Liberty N.W. as its carrier, on the Better Business Alliance (LBBA) Group Retro plan. In 2001, the County selected Liberty N.W., as its carrier, on an individual retro (130%) plan. In 2002 and 2003, the County selected Liberty N.W., as its carrier, on an individual retro (140%) plan. In 2004 - 2020 the County selected CCIS on a 130% individual retro. Two years ago, the County shifted to SAIF as CCIS was moving out of providing WCI. Two years the County elected to go with a fixed rate plan.

INFORMATIONAL:

What is the difference between a standard policy and a retro plan? Under a standard policy the County pays a fixed guaranteed premium price with no liabilities (losses have no influence on the cost of the premium).

Under a retro plan, the County's costs are set within a range of premiums. A minimum and maximum cost is determined, then the amount of premium is determined by the amount of losses you have during the policy year. If losses are low, then the County would pay near the minimum amount and if high losses occurred, then we would pay near the maximum.

Also, when discussing retro plans, another term called closure needs to be discussed. In traditional retro plans, your policy period stays open for as long as 4 1/2 years after the policy period ends. That means any claim, which occurred during the initial policy period and is re-aggravated during the next four (4) years, might cause the County to pay additional claims for that year.

A retro plan can be as risky as the County chooses. The higher the percentage the retro is, the greater the benefits and the risks. However, after a certain point in analyzing retro plans, the risks

(upper end costs) start to outweigh the benefits (low end premium).

BACKGROUND:

Two years ago, CCIS chose to partner with SAIF for worker's compensation insurance (WCI) moving forward with the option to utilize CCIS personnel as claim agents. As a result, the County requested quotes from multiple companies with SAIF being the only responder.

SAIF was sent information (projected payroll per class code, loss history, experience modification, etc.) to base their quote for the upcoming year.

DISCUSSION:

Any type of retro plan is risky if the County experiences high losses. However, I still feel the history of losses and the County's continued management of its claims makes the risk less likely to occur than not. The County has twelve (12) years of claims history with an average claim history cost of \$117,700, with the last five years having an average cost of \$137,900.

If looking at the retro versus the fixed plan, the County's break even claims amount is approximately \$145,000, so if the claims remain under \$145,000 the County will pay less than the fixed plan and if are claims are greater than \$140,000 we will pay more. So over the last twelve years the County would have saved approximately \$250,000 in worker's compensation insurance cost.

As you can see, the benefits of a retro plan continue to dwindle in its benefits and the risks continue to grow.

ALTERNATIVES/OPTIONS:

The following are options available to the County:

1. Renew with SAIF with CIS being are claims agent.
2. Select a different type of plan (a retro –vs- fixed).
3. Elect to pay monthly, quarterly, or annually.
4. Self-insure Workers' Compensation. (Not recommended)

FISCAL IMPACT:

The cost of this policy is \$264,892.

June 01, 2024

POLK COUNTY
850 MAIN ST
DALLAS, OR 97338-3128

CRAVEN-WOODS INSURANCE
398 E ELLENDALE AVE
DALLAS, OR 97338-1514

SAIF policy: 100034815
Policyholder: Polk County

This business's workers' compensation policy with SAIF Corporation renews on July 01, 2024. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

To elect coverage

Sign and return the Notice of Election before the effective date of July 01, 2024.

Verifiable time records

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to **saif.com / Employer Guide/ Reporting payroll / Verifiable time records**.

Prevent jobsite injuries

Safety awareness and preparedness are key in preventing on-the-job injuries, which may keep workers' compensations costs down. Please go to **saif.com / Safety and health** and also the Oregon OSHA website at orosha.org to obtain valuable information to prevent injuries.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you. Please feel free to contact me whenever you need assistance.

Sincerely,

/s/ Kris Casteel
Underwriting Lead
P: 503.673.5449
F: 503.584.9512
KRICAS@SAIF.COM

c: Craven-Woods Insurance

Polk County

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025

Group: CIS - Services

Policy: 100034815

Plan: Version #1 (1)

Rating period: 07/01/2024 to 07/01/2025

Location 1: 850 Main St, Dallas, OR

Classification description	Class	Subject payroll	Rate	Premium
Street/Rd Const-Fnl	5506	\$931,445.00	4.48	\$41,728.74
Grad/Pve/Rep/Dr				
Vessels-NOC-State Act	7024	\$13,364.00	3.16	\$422.30
Police Officers & Dr	7720	\$7,344,887.00	2.76	\$202,718.88
Vol Search & Rescue	7720	\$30,632.00	2.76	\$845.44
City/County-Veh/Equip Repr Shop-Dr	8380	\$219,492.00	1.95	\$4,280.09
Vol Dpty Sheriff @ 1200/Mo Ea	8411	\$278,099.00	1.27	\$3,531.86
Public Relations/Sales/Promotion	8742	\$0.00	0.19	\$0.00
Office Clerical	8810	\$5,531,943.00	0.08	\$4,425.55
Attorney & Cler/Messenger/Dr	8820	\$1,598,046.00	0.08	\$1,278.44
Dog Pounds-Incl Dog Catcher/Dr	8831	\$75,333.00	0.98	\$738.26
Physician & Clerical	8832	\$9,250,915.00	0.32	\$29,602.93
Vol Physician & Clerical	8832	\$33,781.00	0.32	\$108.10
Nurse-Home Health/Public-Trvl-Al Emp	8835	\$672,330.00	1.93	\$12,975.97
Buildings-Operation By Owner Or Lessee & Drivers	9015	\$938,067.00	2.59	\$24,295.94
County Fairs/Dr	9016	\$126,377.00	2.15	\$2,717.11
Municipal/Twn/Cnty/State Emp-NOC	9410	\$2,280,722.00	1.29	\$29,421.31
Total manual premium		\$29,325,433.00		\$359,090.92

Description	Basis	Factor	Premium
EL Increased Limits premium (Part II)	\$359,090.92	1.009	\$3,231.82
EL Increased Limits premium (Admiralty)	\$422.30	1.7	\$295.61
Total subject premium			\$362,618.35

Description	Basis	Factor	Premium
Experience Rating	\$362,618.35	0.79	-\$76,149.85
Total modified premium			\$286,468.50

Total standard premium **\$286,468.50**

Description	Basis	Factor	Premium
Oregon Total Premium			\$286,468.50
Premium Discount	\$286,468.50	0.1724	-\$49,389.33
Terrorism Premium	\$29,325,433.00	0.005	\$1,466.27
Catastrophe Premium	\$29,325,433.00	0.01	\$2,932.54
DCBS Assessment	\$238,919.34	1.098	\$23,414.10
Total premium and assessment			\$264,892.08

Polk County

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025

Group: CIS - Services

Policy: 100034815

Plan: Version #1 (1)

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

The experience rating modifier is tentative.

Part Two coverage at limits of \$3,000,000/\$3,000,000/\$3,000,000

Policy Minimum Premium: \$500

Part Two Coverage Increased Limits Minimum Premium: \$160

Maritime Coverage Minimum Premium: \$150

Your policy premium is based on your current estimated premium and may be prorated for policies in effect for less than a full year or adjusted based on actual payroll by classification.

Terrorism Premium is in addition to Policy Minimum Premium.

Catastrophe Premium is in addition to Policy Minimum Premium.

DCBS Premium Assessment excludes Part Two Coverage.

Payroll Reporting Frequency: Monthly

Policyholder Option to Reimburse SAIF Corporation for Medical Expenses (Nondisabling Claims Reimbursement Program): This policyholder has chosen to enroll in the Nondisabling Claims Reimbursement program with Quarterly claim evaluation.

Polk County

Plan description for Guaranteed Cost Plan

Period: 07/01/2024 - 07/01/2025

Policy: 100034815

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Premium payment terms

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to **saif.com** to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

Your premium, including the terrorism premium, catastrophe premium, and the Department of Consumer and Business Services premium assessment, is payable with each payroll report.

SAIF adds interest at the rate of one percent per month to any past due balance.

Polk County

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2024 - 07/01/2025

Policy: 100034815

Group: CIS - Services

Plan: Version #1 (1)

Agency: Craven-Woods Insurance

Producer: Craven-Woods Insurance

Total estimated premium and assessments: \$264,892.08

Payroll reporting frequency: Monthly

Please visit **saif.com** and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the Company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000



MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: June 13, 2024
SUBJECT: Reclassification of a Deputy District Attorney I

Wednesday – June 26, 2024 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of a Deputy District Attorney I.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

It is recommended that Connor Amundson in the District Attorney's Office be reclassified from a Deputy District Attorney I to a Deputy District Attorney II. District Attorney, Aaron Felton has made this request due to the level of cases Connor has taken on for the DA's office. He has also demonstrated a commitment to Polk County and performed well in his duties as a Deputy District Attorney I. This recommendation is somewhat common, but a little earlier than normal. However, due to the department having newer Deputy DA's it is expected that Connor would take on higher level cases with more seniority than some other Deputy DA's and he has performed at a high level of proficiency.

Connor is currently at step 5 of the Deputy District Attorney I position which is \$7,653. If the reclassification is approved, he will move to step 2 of the Deputy District Attorney II position which is \$7,958.

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

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 24-25 of approximately \$5,000 including PERS contribution should it be for 12 months.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 12, 2024
Contractor Name: Lori Linton Nelson
Address: PO BOX 886
City, State, Zip: Aurora, OR 97002
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

Lori Linton Nelson has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

Discussion:

This contract is a continuation of services Lori Linton Nelson has been providing Polk County individuals in the past fiscal years. Lori Linton Nelson 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 Lori Linton Nelson.

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 BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	05/29/24
CONTRACTOR	LORI LINTON-NELSON PO BOX 886 AURORA, OR 97002 SSN/ID#: ON FILE
CONTACT PERSON:	LORI LINTON-NELSON
SERVICES PROVIDED:	To provide Nurse Practitioner services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8540-540-M83
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

**LORI LINTON-NELSON
PO BOX 886
AURORA, OR 97002
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:
1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract.
 2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivisions thereof, on account of any labor or material furnished.
 4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the

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

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

SIGNATURE PAGE

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

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

CONTRACTOR



Signature

Date

COUNTY

Chair

Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith

County Counsel

Date

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and LORI LINTON-NELSON

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 Lori Linton-Nelson, 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 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, LORI LINTON-NELSON, 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 Psychiatric Nurse Practitioner, 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 and the Oregon State Board of Nursing.

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 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 the County to be compliant with applicable regulations.

4. RATES AND METHOD OF PAY

- A. County shall reimburse the Contractor at the rate of \$157.00 per hour for onsite Clinic Service Hour availability and a rate of \$145.00 per hour for remote Clinic Service Hour availability, as outlined in the Service Activity Authorization form with Clinic Service Hours paid 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.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 12, 2024
Contractor Name: Rowley MVP, LLC dba MVP Counseling
Address: 2844 Wingtip Avenue NW
City, State, Zip: Salem, OR 97304
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

Rowley MVP, LLC, doing business as MVP Counseling, has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

Discussion:

This contract is a continuation of services Devi Rowley has been providing Polk County individuals in the past fiscal years. Devi Rowley 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 Rowley MVP, LLC, doing business as MVP Counseling.

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 BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	05/08/24
CONTRACTOR	ROWLEY MVP, LLC dba MVP COUNSELING 2844 WINGTIP AVENUE NW SALEM, OR 97304 SSN/ID#: ON FILE
CONTACT PERSON:	DEVI ROWLEY
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 TERMINATION

HS.CONTRACTS@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

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

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

**ROWLEY MVP, LLC, dba MVP COUNSELING
2844 WINGTIP AVENUE NW
SALEM, OR 97304
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:
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.

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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

5/29/24
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 ROWLEY MVP, LLC, dba MVP COUNSELING

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 ROWLEY MVP, LLC, dba MVP COUNSELING, 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 purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS:

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

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

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

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

EXHIBIT B:
STATEMENT OF WORK

POLK COUNTY, a political subdivision of the State of Oregon and, ROWLEY MVP, LLC, dba MVP COUNSELING, 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 will provide Behavioral Health Clinical services. Contractor shall perform all services deemed necessary in their professional opinion based upon their training, education and expertise as evidenced in the application materials and other professional endorsements, notwithstanding any limitations set forth in this agreement.
- C. Contractor shall only use methods or techniques in which the Contractor has documented training, education and expertise. Contractor will ensure services provided are within rules and guidelines of Oregon Health Authority, Health Services Division: Behavioral Health Services, Chapter 309-019.

2. GENERAL INFORMATION

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

- D. County may conduct performance reviews annually to assess Contractor's performance as it relates to the services required under this contract.
- E. Absences:
 - i. Contractor shall notify the County at least five (5) business days in advance for all anticipated extended absences (i.e. vacations, professional meetings, etc.).
 - ii. Contractor shall notify the County of unplanned absences (ie: illness or other unforeseen events) at least one hour prior to expected work time.
- F. Contractor agrees to provide 10 business day notice of changes to their clinic schedule availability.
- G. All client records are considered the property of the County and shall not be retained by the Contractor. Contractor shall have all service notes and documentation completed within three business days of service encounter. Contractor shall maintain client/patient records and documentation within CMS guidelines.
- H. Contractor may elect to use the electronic health record system supported by the County. Contractor shall provide County with a Certificate of Electronic Health Record Technology (CEHRT) when Contractor elects to use a system that is not supported by the County or Oregon Health Authority.
- I. Documents that are required for billing shall be submitted three days after the close of business on the last weekday of each month. Documentation found to be out of compliance with County and/or State guidelines shall be corrected within ten (10) business days.
- J. Billable service notes shall meet documentation standards in accordance with OAR 309-019-0135 through 309-019-0145.
- A. 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 \$115.00 per hour for services 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.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: June 12, 2024
Contractor Name: Dr. Caroline Castillo
Address: 74 Touchstone Drive
City, State, Zip: Lake Oswego, OR 97035
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

Caroline Castillo, M.D. has agreed to provide medical services for Polk County Public Health, as the Health Officer.

Discussion:

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

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this agreement with Caroline Castillo, M.D.

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:	05/08/24
CONTRACTOR	DR. CAROLINE CASTILLO 74 TOUCHSTONE DRIVE LAKE OSWEGO, OR 97035 SSN/ID#: ON FILE
CONTACT PERSON:	DR. CAROLINE CASTILLO
SERVICES PROVIDED:	To provide PH Medical Director services as described in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	235-8540-VARIES
DOLLAR AMOUNT:	VARIES
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
DIVISION HEALTH
182 SW ACADEMY STREET
DALLAS, OR 97338
ID#: 93-6002310**

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

**DR. CAROLINE CASTILLO
74 TOUCHSTONE DRIVE
LAKE OSWEGO, OR 97035
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 01, 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: Contractor agrees that it is an independent contractor and not an agent of the County. Notwithstanding the Contractor's independent contractor status, it is agreed and understood that Contractor's actions pursuant to this contract and the attached scope of work will be assumed by Polk County and covered by the County's general liability coverage. In the event of any loss or claim made based upon Contractor's actions pursuant to this contract, Polk County will defend and indemnify Contractor. In the event there is any change in the County's insurance coverage Contractor shall be notified within 30 days of such change.
- 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.

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SIGNATURE PAGE

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

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

CONTRACTOR

Signature

Date

COUNTY

Chair
Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and DR. CAROLINE CASTILLO

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 DR. CAROLINE CASTILLO, 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 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:

**POLK COUNTY CONTRACT FOR SERVICES
PUBLIC HEALTH OFFICER**

STATEMENT OF WORK

POLK COUNTY, a political subdivision of the State of Oregon and, DR. CAROLINE CASTILLO, hereinafter called "Contractor," hereby agree to the following:

1. **STATEMENT OF SERVICES.** This position meets the requirements of ORS 431.418 for a local health department to have a physician to act as a medical director to the medical and paramedical aspects of public health programs. This position also performs a Health Officer role to promote population based health. Contractor shall perform Medical Director services as described below.
 - A. **GENERAL INFORMATION.** Contractor shall provide skilled medical consultation, oversight and sign standing medical orders for County's Public Health programs (Family Planning, Immunization, WIC, STD and General Health Clinics) up to four (4) hours per month. In the event of a Public Health emergency, Contractor may provide additional hours, for the duration of the emergency and as mutually agreed by both parties.
 - B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**
 - i. Provide clinical consultations and medical direction to public health staff on-site or by phone regarding individual cases and outbreaks of Sexually Transmitted Infections, Immunizations, HIV Prevention, Communicable Disease Investigations, Tuberculosis, Environmental Health and Blood borne Pathogens exposures. This includes client visits when medically appropriate.
 - ii. Backup the Public Health Nurse Practitioner(s) by managing specific patient cases that are beyond the scope of the Public Health Department.
 - iii. Be on-call during regular office hours for consultation with the nurse or nurse practitioners of the Public Health Department. Contractor agrees to return calls to the Public Health Department within thirty (30) minutes of contact from staff for urgent cases, and within sixty (60) minutes of contact from staff for non-urgent cases.

- iv. Develops, reviews and approves medical standing orders and/or reviews, recommends revisions, and approves State-developed standing orders for Clinic services: Sexually Transmitted Infections, Immunizations, HIV Prevention, Communicable Disease Investigation, Tuberculosis treatment and case management and Code Blue emergency response.
- v. Review and approve Public Health Department medical policies, procedures, and protocols, upon request.
- vi. Promotes population health, through maintaining effective relationships with physicians, other clinical providers and organizations, representing Public Health in a professional manner; this may include targeted outreach to the medical community and providing public relations work when appropriate at community presentations and at professional and civic group meetings on public health issues.
- vii. Attend and participate in the quarterly Public Health Advisory Board meetings. Typical Health Advisory Board meetings are two (2) hours in duration.
- viii. Attend at least two (2) monthly staff meetings annually and provide in-service training to staff during meetings. Typical staff meetings are two (2) hours in duration.
- ix. Provides input on public health issues in the department. Upon approval by the County, Contractor may be asked to respond to media requests for information.
- x. Prescribe and dispense medication, if applicable, according to all rules governed by licensure, Drug Enforcement administration (DEA) requirements and/or as supported by professional guidelines, professional publications or as meets the standards of care in the community.
- xi. Provide documentation that meets Medicare, Medicaid and other contracted insurance requirements in paper or electronic form according to County policies and procedures.
- xii. Provide a qualified on-call physician to fulfill the duties of the Health Officer in Contractor's absence.

- C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of Contractor's employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

- D. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor \$770 per month based on a maximum regular contract expectation of 4 hours per month, paid at a rate of \$192.50 per hour for completing all Services required under this Contract. Upon mutual agreement and written approval, monthly hours may be increased on a temporary basis at the discretion of Polk County Public Health Administrator at the hourly rate of \$192.50/hr.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: June 12, 2024
Contractor Name: Eddy Heritage Farms, LLC
Address: 38088 Kings Valley Highway
City, State, Zip: Philomath, OR 97370
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: VARIES

Background:

Victoria "Vicki" Baker, dba Eddy Heritage Farms, LLC, has agreed to provide nutrition counseling services to referred Polk County Public Health individuals, as required by WIC.

Discussion:

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

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this agreement with Vicki Baker, dba Eddy Heritage Farms, LLC.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	05/13/24
CONTRACTOR	EDDY HERITAGE FARMS, LLC 38088 KINGS VALLEY HIGHWAY PHILOMATH, OR 97370 SSN/ID#: ON FILE
CONTACT PERSON:	VICKI BAKER
SERVICES PROVIDED:	To provide Registered Dietician services as described in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 202 THROUGH JUNE 30, 2025
BUDGET LINE #:	235-8540-528-PH40M
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
DIVISION HEALTH
182 SW ACADEMY STREET
DALLAS, OR 97338
ID#: 93-6002310**

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

**EDDY HERITAGE FARMS, LLC
38088 KINGS VALLEY HIGHWAY
PHILOMATH, OR 97370
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 01, 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.

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

Victoria Dab-

Signature

6-3-2024

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 EDDY HERITAGE FARMS, 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 Eddy Heritage Farms, 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 purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS:

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

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

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

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

EXHIBIT B:
STATEMENT OF WORK

POLK COUNTY, a political subdivision of the State of Oregon and, EDDY HERITAGE FARMS, 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 Registered Dietician, 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, Public Health Division, Chapter 333.

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 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.

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 Activity Authorization Form.

4. RATES AND METHOD OF PAY

- A. County shall reimburse the Contractor at the rate of \$60.00 per hour for services 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.



POLK COUNTY

COMMUNITY CORRECTIONS

820 SW CHURCH ST SUITE 100 ★ DALLAS, OREGON 97338-5326
(503) 623-5226 ★ FAX (503) 623-5326

JODI MERRITT
DIRECTOR

LEE WARREN
SUPERVISOR

To: Board of Commissioners
From: Jodi Merritt
Date: June 12, 2024
Re: Local Addiction Prevention Planning Committee Membership

Recommendation:

As Chair of the Local Addiction Prevention Planning Committee (LAPPC) it is recommended that the Board of Commissioners approve the appointment of the following Member-at-Large nominees to the LAPPC:

Chief Isaiah Haines – Monmouth Police
Jill Dale – Regional Prescription Drug Overdose Prevention
Elijah Cavillo – Youth Era
Christina McCollum – PacificSource
Annie Buse – Prevention Coordinator (Polk County FCO)

Issue:

Shall the Board approve the nominees for the Member-at-Large positions of the LAPPC?

Discussion:

The LAPPC membership is comprised of eleven (11) voting members, of which six (6) are Standing Members and include: Polk County District Attorney (designee), Community Corrections Director (designee), Public Health Manager (designee), Mental Health Manager (designee), Service Integration Manager (designee), and Oregon Department of Human Services Child Welfare Manager (designee).

The remaining five (5) members are comprised of Member-at-Large positions that are appointed by consensus of the Standing Members, subject to ratification by the Board of Commissioners. Member-at-Large appointments are for a term of three (3) years and members may serve additional terms. (LAPPC by-laws attached)

Fiscal:

No fiscal impact.



POLK COUNTY

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338-3177
(503) 623-8173 * FAX (503) 623-0896

COUNTY COUNSEL

MORGAN SMITH

TO: Board of Commissioners

FROM: Morgan Smith, County Counsel

DATE: June 14th, 2024

SUBJECT: Jail Inspection

RECOMMENDATION:

That the Board of Commissioners place their observations from the jail tour held on June 11, 2024 on the record and that the Chair be directed to sign the Inspection Report.

ISSUE:

Should the Board sign the Jail Inspection Report?

BACKGROUND:

Each year the Board conducts a tour of the jail facility. ORS 169.040 mandates that certain criteria be inspected. A written report is then signed and filed. Members of the community often attend the tour. The tour includes an optional meal (identical to what the inmates are served).

ALTERNATIVES:

1. Sign the Inspection Report.
2. Direct amendments to the Inspection Report.

FISCAL IMPACT:

None.

(ORS 169.040)

June 11, 2024

Kayla Bizon
Wendi Hamilton
Alicia Fogerson

115

Inadequate ☒

Adequate ☐

1 Inmate Programs Specialist

Monitoring Equipment Manual

- Legal Confinement Authority
- Denial of Admission
- Telephone calls
- Medical/dental procedures
- Medication/Prescriptions
- Personal Property/ORS 133.455
- Vermin/Communicable disease
- Release Process
- Correspondence/Visitation

No ☐No ☐No ☐No ☐No ☐

- | | | |
|--|---|-----------------------------|
| 10. First aid supplies/staff training | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 11. Firearms policy prohibiting firearms in secure area of jail except in times of emergency | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 12. Inmates fed at least three meals daily | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 13. Meals are nutritionally adequate | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 14. Special diets/meals available | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 15. Food storage appears sanitary | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 16. Food served under sanitary conditions | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 17. Jail facility appears clean: Comments: "Extremely" | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 18. Inmates provided personal hygiene materials
Confirmed with Inmate – Name: Tonya Ramos | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 19. Inmates required to shower at least twice weekly
Confirmed with Inmate – Name: <u>Tonya Ramos</u> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 20. Inmates provided clean clothes twice weekly
Confirmed with Inmate – Name: <u>Tonya Ramos</u> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 21. Mattresses/blankets clean and fire-retardant | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 22. Outgoing correspondence to attorney, judge, etc., not examined or censored
Confirmed with Inmate – Name: <u>Tonya Ramos</u> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 23. Compliance with building, fire codes | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 24. Provide inmates with rules for inmate conduct and facility disciplinary procedures
Confirmed with Inmate – Name: <u>Tonya Ramos</u> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 25. Maintain religious freedoms policy | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 26. Provide access to legal material | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

27. Additional Observations/Comments: According is adequate but still
using a fair amount of OT to cover things that come up in the schedule.

DATED: _____

Board of Commissioners



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 26, 2024
Contractor Name: Killian & O'Halloran, Inc.
Address: PO Box 682
City, State, Zip: McMinnville, OR 97128
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: VARIES

Background:

Killian & O'Halloran, Inc. has agreed to provide guardianship services to individuals residing in Polk County who have been deemed a protected person due to a mental health crisis episode or serious and persistent mental illness in support of Polk County Health Services (PCHS) diversion and stabilization services through contract 19-102.

Discussion:

This Agreement is a continuation of the guardianship services Killian & O'Halloran, Inc. has been providing for Polk County these past few years. Guardianship is a short term service available through our agreement with OHA for Choice Model Services (No. 24-37).

Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this agreement and the Behavioral Health Outpatient budget was prepared in anticipation of it.

Recommendation:

It is recommended that Polk County sign this agreement with Killian & O'Halloran, Inc.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	05/20/24
CONTRACTOR	KILLIAN & O'HALLORAN, INC. PO BOX 682 MCMINNVILLE, OR 97128 SSN/ID#: 26-3530090
CONTACT PERSON:	CHERI O'HALLORAN
SERVICES PROVIDED:	To provide guardianship services to individuals residing in Polk County whom the court system and/or Oregon State Hospital deems a protected person, as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8540-540-MV20
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Exhibit B
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY FISCAL DEPARTMENT IMMEDIATELY OF ANY CONTRACT TERMINATION

HS.CONTRACTS@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

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

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

**KILLIAN & O'HALLORAN, INC.
PO BOX 682
MCMINNVILLE, OR 97128
SSN/ID#: 26-3530090**

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 Service, 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 Service.
- C. Services shall be provided in accordance with the document entitled Exhibit B: Statement of Service, 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.

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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 Service

CONTRACTOR

Cheri F. O'Halloran

Digitally signed by Cheri F.
O'Halloran
Date: 2024.06.13 18:23:16 -07'00'

Killian & O'Halloran, Inc.

Date

COUNTY

Chair
Board of Commissioners, Chair

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and KILLIAN & O'HALLORAN, INC.

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 KILLIAN & O'HALLORAN, INC. 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 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 SERVICE

1. STATEMENT OF SERVICES

- A. Contractor shall provide guardianship services in accordance with ORS Chapter 125 to individuals who meet the following criteria:
 - i. Contractor was appointed legal guardian by the State of Oregon court system (copy of court's order must be provided to County)
 - ii. Polk County is the County of Responsibility for the individual
 - iii. Individual has current diagnosis of severe and persistent mental illness
 - iv. Individual is enrolled in the Polk County Choice Program and actively engaged in mental health treatment
- B. Guardianship services to individuals subject to this agreement must be authorized in advance by Polk County by providing a request to the Polk County Choice Program including date of guardianship appointment, copy of court documentation, and brief summary of individual's diagnosis and current engagement in mental health treatment. Once Contractor has received initial approval from Polk County for the anticipated scope of needed guardianship services, ministerial guardianship services within that scope do not require prior authorization.

2. RATES AND METHOD OF PAY

- A. Contractor's rate shall be: \$115 per hour
- B. County-approved attorney fees, court costs, and travel (mileage at the federal reimbursement rate) related to guardianship services will be reimbursed upon receipt of invoice. Detailed copies of receipts for the approved expenses should be maintained and may be required.
- C. Mental health treatment, transportation, medication, housing, and other basic needs expenses for the individual are not covered by this agreement.
- D. Contractor shall bill County monthly for services for each individual served by sending an itemized invoice to: hs.fiscal@co.polk.or.us or as otherwise designated by Polk County. Monthly invoices must be received by the 10th of each month in order for the County to meet Oregon Health Authority (OHA) invoicing timelines. Invoices received after the

10th of the month will be delayed for payment to a future month once revenue is released by OHA and received by the County.

- E. The State of Oregon Intergovernmental Agreement No. 44300-00026114 dated March 20, 2024 between Polk County and the State of Oregon, as may be amended or replaced from time to time, are hereby incorporated by reference. At all times during the term of this contract, Contractor shall be bound by the obligations of County under the Intergovernmental Agreements, as applicable to the services provided hereunder.
- F. Payment under this contract is conditioned on County's receipt of applicable funding under the Intergovernmental Agreements. As per the terms of that intergovernmental agreement, at the expiration of 6 months of guardianship services, contractor shall make all attempts possible to seek funding for continuing guardianship services from funding sources outside the County. To the extent no such funds are available or are limited, Contractor shall notify County.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 26, 2024
Contractor Name: Jessica Helms
Address: 21315 Savage Road
City, State, Zip: Sheridan, OR 97378
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

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

Discussion:

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

Fiscal Impact:

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

Recommendation:

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

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	06/11/24
CONTRACTOR	JESSICA HELMS 21315 SAVAGE ROAD SHERIDAN, OR 97378 SSN/ID#: ON FILE
CONTACT PERSON:	JESSICA HELMS
SERVICES PROVIDED:	To provide Qualified Mental Health Professional services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8540-540-M25
DOLLAR AMOUNT:	VARIES
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
BEHAVIORAL HEALTH
182 SW ACADEMY STREET
DALLAS, OR 97338
ID#: 93-6002310**

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

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

hereinafter referred to as "Contractor"; and,

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

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

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

SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

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

SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 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.

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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

Jessica Helms
Signature

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 JESSICA HELMS

1. DEFINITIONS:

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

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

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

1. STATEMENT OF SERVICES

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

2. GENERAL INFORMATION

- A. Contractors must provide primary source verification of credentials. No work will be assigned to Contractors who render direct service to clients or patients until credentials have been validated for Medicaid claims.
- B. Annual requirements mandate that the Contractor will submit a conflict of Interest Statement. Contractor queries of the OIG and EPLS List of Excluded Individuals/Entities database will also be performed annually. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance Loans. It is the expectation that 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 PCBH Compliance Officer at 503-623-9289. If there is reason to believe that PCBH cannot respond appropriately to a suspected case of fraud, waste, or abuse, or if the case involves PCBH, then Contractor agrees to make a report to Ethicspoint at 888-265-4068.

- D. County may conduct performance reviews annually to assess Contractor's performance as it relates to the services required under this contract.
- E. Absences:
 - i. Contractor shall notify the County at least five (5) business days in advance for all anticipated extended absences (i.e. vacations, professional meetings, etc.).
 - ii. Contractor shall notify the County of unplanned absences (ie: illness or other unforeseen events) at least one hour prior to expected work time.
- F. Contractor agrees to provide 10 business day notice of changes to their clinic schedule availability.
- G. All client records are considered the property of the County and shall not be retained by the Contractor. Contractor shall have all service notes and documentation completed within three business days of service encounter. Contractor shall maintain client/patient records and documentation within CMS guidelines.
- H. Contractor may elect to use the electronic health record system supported by the County. Contractor shall provide County with a Certificate of Electronic Health Record Technology (CEHRT) when Contractor elects to use a system that is not supported by the County or Oregon Health Authority.
- I. Documents that are required for billing shall be submitted three days after the close of business on the last weekday of each month. Documentation found to be out of compliance with County and/or State guidelines shall be corrected within ten (10) business days.
- J. Billable service notes shall meet documentation standards in accordance with OAR 309-019-0135 through 309-019-0145.
- K. Contractor is required to receive clinical supervision in accordance with OAR 309-019-0130 and may be required to provide documentation of supervision received, if obtained by a Clinical Supervisor Outside of County. Failure to do so may lead to contract termination.
- L. Contractor is required to be trained in accordance with OAR 309-072-0120 (3). No work will be assigned to render direct service to clients or patients until documentation of training completion is received. Failure to do so may lead to contract termination.

3. AUTHORIZED SERVICES

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

4. RATES AND METHOD OF PAY

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



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: June 26, 2024
Contractor Name: Capacity Building Partnerships
Address: 5511 S. Hood Avenue
City, State, Zip: Portland, OR 97239
Effective Dates - From: June 01, 2024 Through: June 30, 2024
Contract Amount: \$0

Background:

Capacity Building Partnerships agreed 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 through contract No. 23-24.

Discussion:

This first amendment with Capacity Building Partnerships extends the agreement by an additional 30 days, setting the new term date to 06/30/24 to continue the development of the Health Equity Plan. No other changes to funding or terms.

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this first amendment 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: _____

AMENDMENT NO. 1
to the
AGREEMENT NO. 23-24

This Amendment No. 1 ("Amendment") effective as of the last signature date below, amends the Agreement for the development of a Health Equity Plan ("Agreement") dated February 01, 2024 entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, ("the County") and CAPACITY BUILDING PARTNERSHIPS ("the Contractor").

Both Parties agree to amend the Agreement with the following changes effective June 01, 2024:

1. Extend the term of the Agreement thirty (30) days to June 30, 2024.
2. Delete Exhibit B from the Agreement in its entirety and replace it with Exhibit B-1, attached hereto and incorporated herein for all purposes.

Other than the above listed changes, all other terms and conditions of the Agreement shall remain the same. If there is any conflict with the terms and conditions of the original Agreement, this Amendment will prevail as it relates to the specific items contained herein.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment as of the last signature date below.

CONTRACTOR



06/17/24

Date

Maria Lisa Johnson
Consultant Partner
Capacity Building Partnerships

COUNTY

Chair
Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT B-1: 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 June 30, 2024.

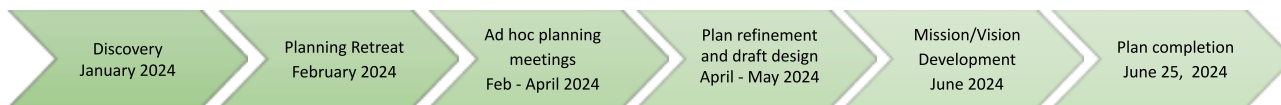
Contractor's 5 Year Health Equity plan shall provide organizational and leadership development services to build both skill and strength for collective and transformative change within communities and workplaces. Contractor shall work with federal, state, municipal, labor and community-based organizations. 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. **Mission/Vision Development:** Facilitation of a focused work session with leadership to develop a Health Services mission and vision statement.
- e. **A completed Health Equity Plan:** including the design of both public and internal facing versions in English and Spanish. 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
1. Discovery <ul style="list-style-type: none"> Information gathering meetings. Review results of Health Equity Assessment. Review additional pertinent documents. 	\$4,125
2. Planning retreat <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
3. Ad-hoc planning meetings <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

4. Facilitate Vision/Mission Session <ul style="list-style-type: none"> Facilitate session with PCHS leaders to develop department mission and vision. Compile notes and edits to finalize mission and vision statements. 	\$4,263
5. Completed Health Equity Plan <ul style="list-style-type: none"> Complete final plan including a public-facing strategic framework and internal tools to track progress. Develop implementation plan for completion at division level Translate public facing plan into Spanish and update design for Final meeting to present plan 	\$6,261
6. Graphic Design <ul style="list-style-type: none"> Collaborate with graphic artist to create two versions (English and Spanish) of a professionally designed plan and related web content. This includes: <ul style="list-style-type: none"> Overall layout design including design adjustments for translated document Font choices and text layout Color choices and uniformity Icon design/editing Vector graphic image choices and editing 	\$1,775
7. Travel and Mileage <ul style="list-style-type: none"> Travel time for retreat and planning work-sessions (4 trips total) Mileage round trip from Portland to Dallas. 	\$1,311
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.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 26, 2024
Contractor Name: Reva Vrana
Address: 2006 Stefon Court SE
City, State, Zip: Salem, OR 97302
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

Reva Vrana has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

Discussion:

This contract is a continuation of services Reva Vrana has been providing Polk County individuals in the past fiscal years. Reva Vrana 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 Reva Vrana.

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 BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	05/29/24
CONTRACTOR	REVA VRANA 2006 STEFON COURT SE SALEM, OR 97302 SSN/ID#: ON FILE
CONTACT PERSON:	REVA VRANA
SERVICES PROVIDED:	To provide Nurse Practitioner services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8540-540-M83
DOLLAR AMOUNT:	VARIES
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
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

**REVA VRANA
2006 STEFON COURT SE
SALEM, OR 97302
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:
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

 6/21/24

Signature Date

COUNTY

Chair Date
Board of Commissioners

APPROVED AS TO FORM

Morgan Smith Date
County Counsel

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and REVA VRANA

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 REVA VRANA, 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 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, REVA VRANA, 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 Psychiatric Nurse Practitioner, 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 and the Oregon State Board of Nursing.

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 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 \$161.00 per hour for onsite Clinic Service Hour availability and a rate of \$146.00 per hour for remote Clinic Service Hour availability, as outlined in the Service Activity Authorization form with Clinic Service Hours paid 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.



Contract Review Sheet

Staff Contact: Dana Goodale Department: FCO

Title: SBMH Supervisor Consent Calendar Date: _____

Contractor Name: Dallas School District

Address: 111 SW Ash St.

City, State, Zip: Dallas, OR 97338

Effective Dates - From: July 1, 2024 Thru: June 30, 2025

Contract Amount: \$ 392,000

Source Selection:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Sole Source | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Competitive Quotes | <input type="checkbox"/> Special/Exempt Procurement (explain below):
_____ |
| <input type="checkbox"/> Formal Bid | _____ |
| <input type="checkbox"/> Request for Proposals | _____ |

Background/Discussion:

The purpose of this contract is to provide School Based Mental Health services to students and families of Dallas School through the ongoing employment of 4 FTE Mental Health Staff stationed full time in schools.

Fiscal Impact:

Without this contract we would not be able to provide School Based Mental Health services to students and families of Dallas School District.

Recommendation:

Copies of signed contract should be sent to the following:

Name: Dana Goodale E-mail: goodale.dana@co.polk.or.us

Name: Jennifer Segovia E-mail: segovia.jennifer@co.polk.or.us

Name: _____ E-mail: _____

INTERGOVERNMENTAL AGREEMENT
POLK COUNTY AND DALLAS SCHOOL DISTRICT #2
FOR SCHOOL BASED MENTAL HEALTH SERVICES

THIS AGREEMENT is entered into and shall be effective on August 1, 2024, by and between Polk County ("Polk County") and Dallas School District #2 ("District").

RECITALS

WHEREAS, Polk County and District are units of local government, as that term is defined in ORS 190.003; and

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform;

WHEREAS, Polk County and District recognize a critical need to provide mental health support services for students to enrich the lives of school-age children of the County; and

WHEREAS, Polk County and District wish to enter into an agreement which provides for staff and families who will assist both District and Polk County in serving the school age children of Polk County; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

AGREEMENT

1. Purpose of and Effective Date of Contract.

- a. The purpose of this Contract is to provide School Based Mental Health services to students and families of Dallas School District through the ongoing employment of 4 FTE Mental Health Staff stationed full time in schools.
- a. This Contract becomes effective upon execution by both parties. The contract effective dates are July 1st, 2024, through June 30, 2025. Any renewals and/or changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties.

2. Duties and Responsibilities
See Appendix "A"

3. Polk County Supervision. Polk County is the employer of these employees and is responsible for supervisory oversight of these employees. Polk County will handle all human resources functions including hours and benefits, grievances, employment disputes and all wages, hours and benefits. Polk County will also provide a designated supervisor for the School Based Mental Health Program who will provide supervision for employees, consultation and resource information to the district administration, Crisis Response Team (Flight Team) leadership, Level 2 Threat Assessment support, assistance in accessing services through Polk County Behavioral Health, and serve as a liaison for coordination of school based mental health services and Central School District.
4. Criminal Background Check. Polk County will ensure District a criminal background check is completed and passed by all employees and interns.
5. Workers' Compensation Insurance. Polk County and District agree that this employee shall be an employee of Polk County for purposes of workers' compensation insurance. Polk County agrees to administer all workers' compensation claims and to defend and hold harmless District for workers' compensation claims incurred while employee is injured at either employment site.
6. Health Care Benefits for Employees (ORS 279.31 5). Polk County shall offer 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.
7. Americans with Disabilities Act Compliance. Polk County will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.
8. Term of the Agreement. The parties agree that this agreement shall be in effect for one year. It is understood that this contract will be re-negotiated for renewal for the 2025-26 fiscal year. It is further agreed that any renewal will be for a period of not less than 12 months. Rates to be negotiated shall not be less than the current rate of salary for the County of School Based Mental Health Staff, as well as taxes and fringe benefits of the average cost by Polk County at the time of renewal. There will be an additional agreed upon rate for management and administration.
9. FERPA COMPLIANCE. District and Polk County agree that County employees providing school based health services for the District pursuant to this agreement shall be considered school officials for the purposes of the protections for student records mandated by the Family Education Rights and Privacy Act (20 USC 1231(g)) (collectively referred to as FERPA, which records are specifically

exempted from the Privacy regulations of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). The County will ensure that its employees maintain the confidentiality of student information under the Family Educational Rights and Privacy Act ("FERPA"). County staff that obtain or learn confidential information while providing services under this Agreement shall not disclose such information to third parties unless parent/guardian written consent has been obtained. FERPA prohibits the re-disclosure of confidential student information. Except in very specific circumstances, the County shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that the County may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. The County is not to re-disclose information without prior written notification to and written permission of the District.

10. Indemnification.

- a. Polk County and District are each independent governmental agencies. District agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its officers, directors and employees (collectively, County) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by District's performance of services under this Agreement and that of its employees or anyone for whom District is legally liable. The County agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless District, its officers, directors, employees and volunteers (collectively, District) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's acts in connection with this agreement and the acts of its officers, agents, employee, volunteers or anyone for whom the County is legally liable. Neither the County nor District shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.
- b. Both Polk County and District shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. Either party may satisfy this requirement by self-insurance.
- c. Polk County and District agree that District's liability insurance will be primary for any claims arising out of acts or omissions of the school staff.

11. Assignment. Neither party to this agreement may assign its interest in the

agreement without the express written consent of the other party.

12. Compliance with Laws. During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.
13. Waiver. No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.
14. Contract Disputes. The parties agree that any disagreement regarding the interpretation, meaning or affect or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.
15. Termination or Suspension of Performance. This Intergovernmental Agreement may be terminated under the following conditions:
 - a. By mutual consent of both parties, or by either party on 30 days' notice, in writing and delivered by certified mail or in person;
 - b. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;
 - c. The parties agree to promptly settle all accounts existing from work performed under this contract upon termination.
16. Integration Clause. The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.
17. Modifications. No modification of this agreement shall be binding upon the parties unless reduced to writing.

POLK COUNTY

DALLAS SCHOOL DISTRICT #2

Date: _____

Date: 6/18/24

By: _____
Polk County Representative

By:  _____
Dallas School District Representative

Appendix A

School District Services

Dallas School District agrees to:

1. Allow for Polk County staff to primarily focus on providing mental health services to students
 - a. Invite staff to school meetings as appropriate (i.e: MTSS/SIT/PBIS/IEP)
2. Provide mental health staff with appropriate confidential and consistent office space for individual and group work, and a reasonable level of office/clerical/technical support.
3. District agrees to participate in the identification and screening of students who may benefit from School Based Mental Health services and will provide referrals as needed. District will provide access to students and their pertinent records when identified.
4. District will have the opportunity to participate in the hiring process.
5. District will give Polk County input on the staff's job performance.
6. Reimburse Polk County in the amount of \$392,000 for the 2024-25 academic year for mental health services and support as indicated. To be paid in equal 1/12 allotments.
 - a. Cost breakdown: Wages, insurance, and benefits \$369,486; Mileage, training, administration and supplies \$22,514

Polk County Services

Polk County agrees to:

1. Provide the following FTE:
 - a. 2 Therapist level staff
 - LaCreole Middle School
 - Dallas High School & Morrison Campus split
 - b. 2 Associate level staff
 - Lyle Elementary School
 - Oakdale Heights Elementary School
2. Contract days for staff are to be from August 19, 2024- June 20, 2025.
3. Provide clinical supervision to all team members on an ongoing and regular basis
4. Address corrective staffing issues as needed with the support of building administration
5. Provide mental health skills training to individuals, groups and families as needed and as assigned by school and county personnel, and upon self-referral from clients and families within the district's assigned schools. Group skills training may include, but is not limited to, assistance in the development of skills in anger management, life/academic skills, healthy relationships, peer relationships, anti-bullying, and other identified topic areas.
6. Attend Service Integration Meetings and assist district in accessing county and community resources
7. Maintain appropriate records of services provided within a secure Electronic Health Record system.

8. Provide crisis intervention and screenings on an as-needed basis during normal working hours. Crisis intervention after hours will be routed through Polk County's assigned crisis intervention team. Staff will conduct crisis intervention through Crisis Response Team (formally known as Flight Team) leadership and support, Level I suicide screenings, Level I and Level 2 threat assessments, and through grief and loss support to students and families.
9. In addition to providing individual and group services as noted in 2c, staff will provide prevention and early intervention services to assigned schools through classroom presentations, school assemblies, and through special events when requested by school administration.

Special Conditions:

1. Polk County agrees to support employees to promote positive school environments and collegial relationships by:
 - a. Attending school staffing's as requested;
 - b. Attending and consulting at Student Intervention Team (SIT) and Individualized Education Program (IEP) child meetings when appropriate
 - c. Participating in MTSS (Multi-Tiered Systems of Support) meetings, PBIS (Positive Behavior Intervention and Supports), and JEDI (Justice, Equity, Diversity and Inclusion) efforts as requested
 - d. Attending parent meetings as requested;
 - e. Seek meetings as needed with appropriate school personnel.
2. Polk County employees shall assist school personnel in dealing with students in crisis. Employees shall respond to requests by school staff to provide therapeutic crisis intervention, without the use of physical restraint measures. Employees may also participate in Level I and Level 2 Student Threat Assessments.
3. District understands that Polk County School Based Mental Health Staff have duties and expectations that necessitate time out of the school building; these duties and expectations will average approximately eight (8) hours per month, this is in addition to scheduled training(s) and personal/family emergencies or use of vacation/sick leave. Examples of duties include but are not limited to: clinical supervision, twice monthly School Based Mental Health staff meetings, assigned Service Integration Team, and occasional training and staff development opportunities. Staff have accrued sick and vacation time that may also lead to additional time out of the building. In these instances, a substitute will not be provided by the county unless time missed exceeds ten working days. The county will work to place a substitute in the district if the absence exceeds 10 working days.
4. District understands that a designated "SBMH Lead" staff member may use up to 15% of their work time towards tasks unrelated to their typical school duties (consultation with other SBMH staff, attending Level 2 threat assessments, etc).

MEMORANDUM

TO: Board of Commissioners

FROM: Aaron Felton

DATE: June 26th, 2024

SUBJECT: Liberty House Agreement with CAMI/MDT

Wednesday Consent
June 26th, 2024

RECOMMENDATION:

Approve and sign the contract for services.

ISSUE:

The CAMI/MDT grant provides for funds to be paid to Liberty House for child abuse assessments. The grant requires a contract between the County and Liberty House in order for funds to be disbursed to the assessment center.

BACKGROUND:

Liberty House contracts with Polk County CAMI/MDT to provide child abuse assessments for law enforcement agencies in Polk County. The current grant (beginning July 1st, 2023 and ending June 30th, 2025) includes funds for contract services to Liberty House in the amount of 150,000.00, with quarterly payments of \$18,750.

DISCUSSION/ALTERNATIVES:

- A. Approve and sign the agreement
- B. Do not approve and sign the agreement

SUMMARY:

N/A

FISCAL IMPACT:

This contract is entirely funded by the CAMI/MDT grant.

**Liberty House
Polk County District Attorney on behalf of
Polk County Child Abuse Multidisciplinary Team
AGREEMENT**

This agreement is entered into between Liberty House and the Polk County District Attorney (Polk County) on behalf of the Polk County Child Abuse Multidisciplinary Team (MDT).

Whereas, Liberty House provides medical assessments of children for whom there are concerns of child abuse and/or neglect; and

Whereas, Polk County MDT recognizes the need for child abuse assessments of children residing in Polk County and believes it to be desirable to establish and maintain a cooperative working relationship with Liberty House.

Therefore, it is hereby agreed as follows:

1. Access to Medical Assessment Services

Liberty House will allow access to medical assessment services to children referred by the following members of the Polk County Multidisciplinary Team: Polk County DHS, Polk County law enforcement agencies, Polk County District Attorney's Office and Polk County residents referred by medical providers or other sources, as deemed appropriate by Liberty House. There shall be no limit to the number of children that can be referred to Liberty House.

Liberty House will determine if a child referred by Polk County will receive medical assessment per Liberty House intake guidelines. Liberty House may refer children to other services, as deemed appropriate.

Referrals may be scheduled for assessments during Liberty House's regular business hours.

Polk County is responsible for arranging transportation for children referred to Liberty House.

Liberty House may collect any patient insurance coverage for services received by Liberty House.

2. Reporting

Liberty House will submit, to the MDT chair, monthly statistics and a final annual report regarding services for Polk County children. Liberty House representatives will attend a minimum of one (1) MDT meeting, quarterly as scheduled.

3. Consideration:

Liberty House will provide quarterly invoices at the end of each calendar quarter, with payment due, as follows:

Liberty House

2024-2025

October 15 – \$18,750

January 15 – \$18,750

April 15 – \$18,750

July 15 – \$18,750

4. Modification

This agreement may be modified or amended by mutual consent in writing from any party.

5. Termination

Either party may terminate this AGREEMENT by giving written notice sixty (60) days in advance to the other party.

6. Term and Renewal

This agreement shall be effective for one (1) year commencing on July 1, 2024 and ending June 30, 2025. This AGREEMENT may be renewed in whole or part by mutual consent in writing of all parties.

7. Defense, indemnity, and insurance:

Liberty House agrees to defend, save, hold harmless, and indemnify the State of Oregon and DOJ CVSSD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Subrecipient or its officers, employees, contractors, or agents under this Agreement. Further, Liberty House agrees to provide insurance compliance with the attached, labeled as Exhibit A. In the event there are any changes to the insurance, Liberty House agrees to provide Polk County with notifications of such changes.



Aaron D. Felton, Polk County District Attorney

6/17/24

Dated

Liberty House

Dated

POLK COUNTY BOARD OF COMMISSIONERS

Dated

Approved as to form:

Morgan Smith, Polk County Counsel

Dated

MEMORANDUM

TO: Board of Commissioners

FROM: Aaron Felton

DATE: June 26th, 2024

SUBJECT: Juliette's House Agreement With CAMI/MDT

Wednesday Consent
June 26th, 2024

RECOMMENDATION:

Approve and sign the contract for services.

ISSUE:

The CAMI/MDT grant provides for funds to be paid to Juliette's House for child abuse assessments. The grant requires a contract between the County and Juliette's House in order for funds to be disbursed to the assessment center.

BACKGROUND:

Juliette's House contracts with Polk County CAMI/MDT to provide child abuse assessments for law enforcement agencies in Polk County. We have allocated funds up to \$22,000.00. Payments are based on each assessment completed (full medical/forensic \$1,800/visit, forensic interviews only \$1,350/visit, suspicious physical injury \$600/visit). Excess funds will be considered for a grant amendment towards the end of the grant (June 2025), for redistribution within the grant.

DISCUSSION/ALTERNATIVES:

- A. Approve and sign the agreement
- B. Do not approve and sign the agreement

SUMMARY:

N/A

FISCAL IMPACT:

This contract is entirely funded by the CAMI/MDT grant.

**Juliette's House
Polk County District Attorney on behalf of
Polk County Child Abuse Multidisciplinary Team
AGREEMENT**

This agreement is entered into between Juliette's House and the Polk County District Attorney (Polk County) on behalf of the Polk County Child Abuse Multidisciplinary Team (MDT).

Whereas, Juliette's House provides medical assessments of children for whom there are concerns of child abuse and/ or neglect; and

Whereas, Polk County MDT occasionally has a need for these assessments to occur immediately, without appointment, on a drop-in basis, and

Whereas, Polk County MDT recognizes the need for child abuse assessments of children residing in Polk County and believes it to be desirable to establish and maintain a cooperative working relationship with Juliette's House.

Therefore, it is hereby agreed as follows:

1. Access to Medical Assessment Services

Juliette's House will allow access to medical assessment services to children referred by the following members of the Polk County Multidisciplinary Team: Polk County DHS, Polk County law enforcement agencies, Polk County District Attorney's Office and Polk County residents referred by medical providers or other sources, as deemed appropriate by Juliette's House. There shall be no limit to the number of children that can be referred to Juliette's House.

Juliette's House will determine if a child referred by Polk County will receive medical assessment per Juliette's House intake guidelines. Juliette's House may refer children to other services, as deemed appropriate.

Referrals may be scheduled for assessments during Juliette's House's regular business hours.

Polk County is responsible for arranging transportation for children referred to Juliette's House.

Juliette's House may collect any patient insurance coverage for services received by Juliette's House.

2. Reporting

Juliette's House will submit, to the MDT chair, quarterly statistics and a final annual report regarding services for Polk County children. Juliette's House representatives will attend a minimum of one (1) MDT meeting, quarterly as scheduled.

3. Consideration:

Juliette's House will provide monthly invoices at the end of each calendar month, with payment due, as follows:

Juliette's House

Full Medical/Forensic Assessments: \$1,800 per drop-in visit

Forensic Interviews Only: \$1,350 per drop-in visit

SPIs (Suspicious Physical Injury) \$600 per drop-in visit

4. Modification

This agreement may be modified or amended by mutual consent in writing from any party.

5. Termination

Either party may terminate this AGREEMENT by giving written notice sixty (60) days in advance to the other party.

6. Term and Renewal

This agreement shall be effective for one (1) year commencing on July 1, 2024 and ending June 30, 2025. This AGREEMENT may be renewed in whole or part by mutual consent in writing of all parties.

7. Defense, indemnity, and insurance:

Juliette's House agrees to defend, save, hold harmless, and indemnify the State of Oregon and DOJ CVSSD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Subrecipient or its officers, employees, contractors, or agents under this Agreement. Further, Juliette's House agrees to provide insurance compliance with the attached, labeled as Exhibit A. In the event there are any changes to the insurance, Liberty House agrees to provide Polk County with notifications of such changes.



Aaron D. Felton, Polk County District Attorney

6/17/24

Dated

Juliette's House

Dated

Polk County Board of Commissioners

Dated

Approved as to form:

Morgan Smith, Polk County Counsel

Dated



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 26, 2024
Contractor Name: Marion County
Address: 3180 Center Street NE Ste 2100
City, State, Zip: Salem, OR 97301-4572
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: \$40,000.00

Background:

Marion County through its Psychiatric Crisis Center (PCC) has agreed to provide crisis evaluation services to referred Polk County individuals. This is amendment 1 to intergovernmental agreement HE-5591-23 (No. 23-172).

Discussion:

This amendment 1 for the continuation of services for an additional 12 months, which extends the termination date to 06/30/25. There is a slight increase to urgent care services which is in alignment with projected COLA adjustments. No further changes to services noted.

Fiscal Impact:

The total amount not to exceed remains at \$40,000. 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 first amendment to IGA HE-5591-23 with Marion County.

Copies of signed contract should be sent to the following:

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



**AMENDMENT 1 to HE-5591-23 the
INTERGOVERNMENTAL AGREEMENT
between
MARION COUNTY and POLK COUNTY, OR**

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the “Agreement,” between Marion County “Agency”, a political subdivision of the State of Oregon, and Polk County, OR, “County” dated July 1, 2023.

RECITALS

WHEREAS, MCHHS (Agency) shall perform crisis evaluations, referral, and hospital diversion services to Polk County residents along with placement in a respite setting or dual diagnosis bed in accordance with PacificSource eligibility requirements.

WHEREAS, Amendment 1 extends the contract term date and increases the rates and not-to-exceed amounts for the services outlined in this amendment.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period commencing upon all signatures or retroactive effective July 01, 2023, depending on which occurs first, and ending on ~~June 30, 2024~~ June 30, 2025 unless terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

4. FUNDING AND BILLING

4.1 County Agrees to pay Agency an amount not to exceed ~~\$32,000.00~~ \$36,000.00 for the term of this agreement and as approved by the County for urgent care services, at the rate of ~~\$2,666.67~~ \$3,000.00 per month (which is the equivalent cost of one (1), eight (8) hour shift per week, to cover the cost of services listed in section 2 above); and

4.2 County agrees to pay an amount not to exceed \$8,000.00 for Crisis Associate services for actual services provided, as detailed by the following:

a. County to reimburse PCC Crisis Associate (CA) services at the rate of ~~\$31.00~~ \$45.00 per hour, including drive time to and from the destination for Polk County residents.

b. County to reimburse mileage, which is calculated on a “door to door” basis (from PCC’s door to the destination and return to PCC’s door), at the standard IRS mileage rate for business use of an automobile, currently ~~\$0.56~~ \$0.67 cents per mile and adjusted as this rate changes for services rendered to Polk County residents.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

Authorized Signature:	<div>DocuSigned by:  7D28A787656F458...</div>	6/5/2024
	Department Director or designee	Date
Reviewed by Signature:	<div>DocuSigned by:  AFD8EB7C0923416...</div>	6/6/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div>DocuSigned by:  E4592AF8CAA542C...</div>	6/5/2024
	Marion County Contracts & Procurement	Date

POLK COUNTY, OR SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: June 26, 2024
Contractor Name: Salem Health West Valley
Address: 525 SE Washington Street
City, State, Zip: Dallas, OR 97338
Effective Dates - From: July 01, 2024 Through: August 31, 2024
Contract Amount: \$0

Background:

Salem Health West Valley (SHWV) has agreed to provide health services to Polk County residents at the Central Health and Wellness Center, which is also a State certified School Based Health Center (SBHC). Polk County through its contract with the State of Oregon is required to provide School Based Health Center services as outlined in Program Element 44.

Discussion:

This Amendment 1 is a continuation of services SHWV has been providing throughout the years. This amendment extends the current agreement an additional 2 months while negotiation discussions continue and services can remain uninterrupted.

Fiscal Impact:

No cost extension. The Public Health budget has sufficient expenditure authority to accommodate this contract under the Public Health budget for fiscal year 2023-24.

Recommendation:

It is recommended that Polk County sign this first amendment with Salem Health West Valley.

Copies of signed contract should be sent to the following:

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

AMENDMENT NO. 1
to the
AGREEMENT (Polk County Contract No. 23-188)

THIS Amendment No. 1 (“Amendment”), effective as of the last signature date below, amends the Agreement for School Based Health Center services, (“Agreement”) dated September 29, 2023, by and between **Salem Health West Valley**, an Oregon non-profit corporation organized and existing pursuant to the law of the State of Oregon and exempt from taxation pursuant to Sections 501(c)(3) and 509 of the Internal Revenue Code of 1986, as amended (the “Hospital”) and **Polk County Health Services** (the “County”).

Both Parties agree to amend the Agreement with the following changes effective June 30, 2024:

1. Term. Extend the term of the Agreement two (2) months to August 31, 2024.

Other than the above listed changes, all other terms and conditions of the Agreement shall remain the same. If there is any conflict with the terms and conditions of the original Agreement, this Amendment will prevail as it relates to the specific items contained herein.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment as of the last signature date below.

HOSPITAL

COUNTY

James Parr
Executive Vice President of Operations and
Clinical Financial Officer

Gregory P. Hansen
Polk County Administrative Officer

Date

Date

Amie Wittenberg, MSN, BSN, NE-BC
Vice President of Clinical Operations

Morgan Smith
County Counsel

Date

Date



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 26, 2024
Contractor Name: Salem Health West Valley
Address: PO Box 378
City, State, Zip: Dallas, OR 97338
Effective Dates - From: July 01, 2024 Through: August 31, 2024
Contract Amount: Varies

Background:

Salem Health West Valley (SHWV) has agreed to pay Polk County Health Services (PCHS) for screening of mental health patients presenting at Salem Health West Valley Emergency Department. This is amendment 5 to contract No. 22-100.

Discussion:

This Amendment 5 is a continuation of the services PCHS has been providing for SHWV. This amendment extends the current agreement an additional 2 months while negotiation discussions continue and services can remain uninterrupted.

Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this amendment and the Behavioral Health Services budget was developed with anticipation of this contract being in place.

Recommendation:

It is recommended that Polk County sign this fifth amendment with Salem Health West Valley.

Copies of signed contract should be sent to the following:

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

AMENDMENT NO. 5
to the
AGREEMENT (Polk County Contract No. 22-100)

THIS Amendment No. 5 (“Amendment”), effective as of the last signature date below, amends the Agreement for mental health screening services in the Emergency Department, (“Agreement”) dated July 1, 2022, by and between **Salem Health West Valley**, an Oregon non-profit corporation organized and existing pursuant to the law of the State of Oregon and exempt from taxation pursuant to Sections 501(c)(3) and 509 of the Internal Revenue Code of 1986, as amended (the “Hospital”) and **Polk County Health Services** (the “County”).

Both Parties agree to amend the Agreement with the following changes effective June 30, 2024:

1. Term. Extend the term of the Agreement two (2) months to August 31, 2024.

Other than the above listed changes, all other terms and conditions of the Agreement shall remain the same. If there is any conflict with the terms and conditions of the original Agreement, this Amendment will prevail as it relates to the specific items contained herein.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment as of the last signature date below.

HOSPITAL

COUNTY

James Parr
Executive Vice President of Operations and
Clinical Financial Officer

Gregory P. Hansen
Polk County Administrative Officer

Date

Date

Amie Wittenberg, MSN, BSN, NE-BC
Vice President of Clinical Operations

Morgan Smith
County Counsel

Date

Date



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: June 26, 2024
Contractor Name: Alfredo J. Soto, MD. Inc.
Address: 17695 Ocean Blvd
City, State, Zip: Rockaway, OR 97136
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

Alfredo J. Soto, MD. Inc. has agreed to provide Behavioral Health services, as well as Medical Director services to Polk County.

Discussion:

This Agreement is a continuation of services Dr. Alfredo Soto has been providing Polk County in the past fiscal years. Dr. Soto 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 amendment. The fiscal year 2024-2025 Behavioral Health budget was prepared in anticipation of this agreement.

Recommendation:

It is recommended that Polk County sign this amendment with Alfredo J. Soto, MD. Inc.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	06/14/24
CONTRACTOR	ALFREDO SOTO, MD, INC 17695 OCEAN BOULEVARD ROCKAWAY BEACH, OR 97136 SSN/ID#: ON FILE
CONTACT PERSON:	DR. ALFREDO SOTO
SERVICES PROVIDED:	To provide services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8540-540-M83/MHLA
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

**ALFREDO SOTO, MD, INC
17695 OCEAN BOULEVARD
ROCKAWAY BEACH, OR 97136
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.

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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

Alfredo J. Soto MD

Signature

6/21/20244

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 ALFREDO SOTO, MD, INC

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

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.

- 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 purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE

- A. Background Requirement: The COUNTY, in accordance with § 164.306 and § 164.308 (b), may permit the CONTRACTOR to create, receive, maintain, or transmit Electronic Protected Health Information on the COUNTY'S behalf only if the COUNTY obtains satisfactory assurances, in accordance with § 164.314(a) that the CONTRACTOR will appropriately safeguard the information. The COUNTY must document the satisfactory assurances through a written contract or other arrangement with the CONTRACTOR.

- B. Part I. Security Assurances: The CONTRACTOR will Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the COUNTY as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164);
- i. Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
 - ii. Report to the COUNTY any security incident of which it becomes aware.
 - iii. Authorize termination of the contract by the COUNTY, if the COUNTY determines that the business associate has violated a material term of the contract.
- C. Part II. Other arrangements: When the COUNTY and the CONTRACTOR are both governmental entities, the COUNTY is in compliance with the requirements if:
- i. It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or
 - ii. Other law (including regulations adopted by the COUNTY or the CONTRACTOR) contains requirements applicable to the CONTRACTOR that accomplish the objectives of Part I.
- D. If the CONTRACTOR is required by law to perform a function or activity on behalf of the COUNTY or to provide a service described in the definition of CONTRACTOR as specified in § 160.103 of the regulation to the COUNTY, the COUNTY may permit the CONTRACTOR to create, receive, maintain, or transmit Electronic Protected Health Information on its behalf to the extent necessary to comply with the legal mandate without meeting the requirements of Part I., although the COUNTY will attempt in good faith to obtain satisfactory assurances as required by Part I. (A), and will document the attempt and the reasons that these assurances cannot be obtained, if not obtained.

EXHIBIT B:
STATEMENT OF WORK

POLK COUNTY, a political subdivision of the State of Oregon and, ALFREDO SOTO, MD, INC, hereinafter called "Contractor," hereby agree to the following:

1. STATEMENT OF SERVICES

- A. CONTRACTOR agrees to provide Medical Director oversight and clinical/supervision, outpatient psychiatric services to referred PCBH clients, and, as available, to continue to support the student program for psychiatric nurse practitioners in collaboration with local universities and PCBH.
- B. Contractor agrees to work within scope, training and experience as a Licensed Psychiatric Nurse Practitioner, to provide services, support and training that meets the needs of both Contractor and County as evidenced by the Service Authorization and Activity form.
- C. 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.
- D. 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 and the Oregon State Board of Nursing.

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 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.

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 pay Contractor a monthly rate of \$4,000 per month for Medical Director oversight and Clinical Supervision services .
- B. County shall reimburse Contractor for client direct services at the rate set forth by the Oregon Division of Medical Assistance Program with a ten percent increase per billable service as outlined in the Service Activity Authorization form, with services paid on a per occurrence basis upon receipt of an invoice.
- C. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.