

POLK COUNTY BOARD OF COMMISSIONERS

DATE: August 21, 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.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM August 14, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. CHEMEKETA COMMUNITY COLLEGE BOND PRESENTATION – Jessica Howard**

CONSENT CALENDAR

- a) Polk County Contract No. 24-138, Central School District
(Dana Goodale, Family & Community Outreach)
- b) Polk County Contract No. 24-139, Falls City School District
(Dana Goodale, Family & Community Outreach)
- c) New Job Specification & Wage, Health Related Social Needs (HRSN) Program Coordinator
(Matt Hawkins, Administrative Services Director)
- d) Local Alcohol and Drug Policy Committee Membership Appointment
(Jodi Merritt, Community Corrections Director)
- e) Polk County Contract No. 24-140, Oregon Health Authority
(Rosana Warren, Behavioral Health)
- f) Polk County Contract No. 24-141, Oregon Health Authority
(Rosana Warren, Public 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 August 14, 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
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.

3. COMMENTS

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 CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. LENGTH OF SERVICE AWARDS

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

- Matt Hawkins, 25 years of service
- Adriana Zuniga, 15 years of service
- Kent Nichols, 10 years of service
- Rosemary Kennedy, 10 years of service

7. PUBLIC HEARING FOR PLAN AMENDMENT PA 24-01 & ZONE CHANGE ZC 24-01

Sidney Mulder, Community Development Planning Manager, stated that they were here today to hold a land use public hearing in order to consider adopting the Comprehensive Plan Amendment presented in PA 24-01 and the Zone Change presented in ZC 24-01. Ms. Mulder provided background information for the Commissioners and staff and stated they are recommending that the Board of Commissioners approve the proposal as presented in PA 24-01 and ZC 24-01, as recommended by the Polk County Planning Commission.

Austin McGuigan, Community Development Director made a statement regarding the public

hearing. Commissioner Pope asked if the applicant or the applicant's representative was present to make a statement. Caroline Cilek was present and stated that they are here to state they agree with staff's recommendations.

Commissioner Pope opened the public hearing to public comment at 9:08 a.m.

There was no one present for public comment.

Commissioner Pope closed the public comment and asked the Board if they had any questions for staff. Commissioner Gordon asked if any other zones were considered for this property and Mr. McGuigan answered stating no and explained their reasoning why.

Commissioner Pope closed the public hearing at 9:10 a.m.

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE PA 24-01 and ZC 24-01.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

8. POLK COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN

Eric Knudson, Community Development Senior Planner and Dean Bender, Emergency Management Manager stated that they were here to hold a public meeting in order for the Board to consider adopting by resolution the updated Polk County Multi-Jurisdictional Natural Hazard Mitigation Plan. Mr. Bender provided background information on what this plan is about. Mr. Bender wanted to recognize Mr. Knudson for all of his hard work he did on this project and stated that he did a phenomenal job. Mr. Knudson discussed all of the partners they worked closely with while updating this plan and went over what the plan entails.

Commissioner Pope asked if this is a document that actually gets used or does it only get looked at when it needs to be updated. Mr. Bender answered his question. Mr. McGuigan provided his input to Commissioner Pope's question as well. Commissioner Gordon asked if public and private utilities were involved in these discussions and Mr. Knudson stated that the water districts and fire districts are notified and given opportunities to provide comments on this plan. Mr. Knudson named the other agencies who were notified as well.

Commissioner Pope opened the public meeting to public comment at 9:23 a.m.

No one was present for public comment.

Commissioner Pope closed the public meeting 9:24 a.m. and asked the Board if they had any more questions for staff.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO DIRECT STAFF TO MOVE FORWARD WITH A RESOLUTION TO ADOPT THE HAZARD MITIGATION PLAN IN 2 WEEKS.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

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

- a)** Local Addiction Prevention Planning Commission – Name Change and By-Laws Update
(Jodi Merritt, Community Corrections Director)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:24 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: August 21, 2024

Chemeketa:

Transforming Lives and Strengthening Communities



We are Proud to be Your Community College

- VALUE: \$8.50 return (Oregon average is \$5.20)
- OPPORTUNITY: Largest Hispanic Serving Institution
- CTE QUALITY: #1 nursing program in the state
- EXCELLENCE: Chemeketa Scholars program
- SUCCESS: Only CC in the nation that publishes low-cost textbooks written by faculty, saving students over \$6M to date.
- INNOVATION: Bachelor's Degree degree in Leadership and Management



2008 Bond Levy \$92M

- Brooks Center (2011)
- Salem Campus, Bldg. 8 (2011)
- Salem Campus, Bldg. 20 (2015)
- Salem Campus, Bldg. 21 (2015)
- Yamhill Valley Campus (2011)



2024 General Obligation Bond Measure

2008 Bonds

- Amount: \$92 million
- Ends 2026
- **Average Tax Rate: \$0.27 per \$1,000**

2024 Bonds

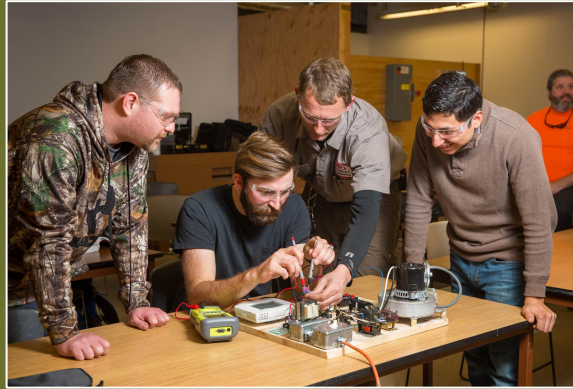
- Amount: \$140 million
- Term: 15-20 years
- **Projected Tax Rate: \$0.27 per \$1,000**



Drivers and Prep for 2024 Bond Measure

- 17 external community conversations
- Comprehensive facilities study
- Internal Chemeketa conversations
- Mid-Valley employer workforce study
- Community polling (December 2023)

Cutting-Edge Career and Technical Training



Increase capacity in career and technical education (CTE), specifically in healthcare, the trades, and emergency services programming.

- New Trades Center on Salem Campus
- Double capacity for paramedic programming



Wellness and Disaster Preparedness



Renovate Building 7 on the Salem Campus to support wellness programming in addition to physical education, and to function as a community disaster resource site.

- Leverage an \$8M state grant (Article XI-G bond)



Improved Teaching and Learning Spaces



Renovate educational spaces across the college district for both CTE and Lower Division Transfer programs.

- Modernize technology
- Meet ADA and other compliance standards



Safety and Security

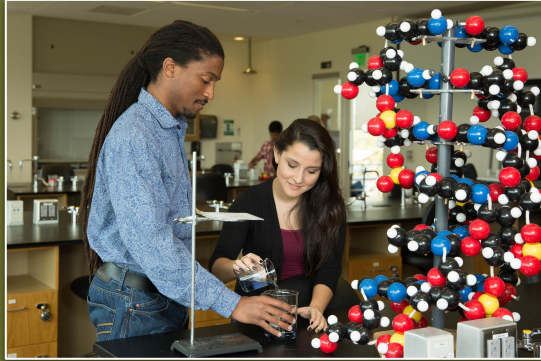


Enhance district-wide safety and security through improvements to:

- Parking lots, lighting
- Security cameras
- Elevators
- HVAC systems



Improved Science Opportunities



Create a Science lab at the Woodburn Center to facilitate the completion of the Associate of Arts Oregon Transfer (AAOT) program by local students.

Supportive Environments for Student Success



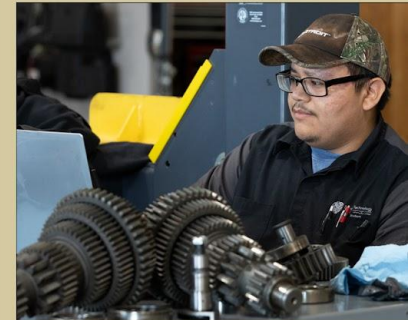
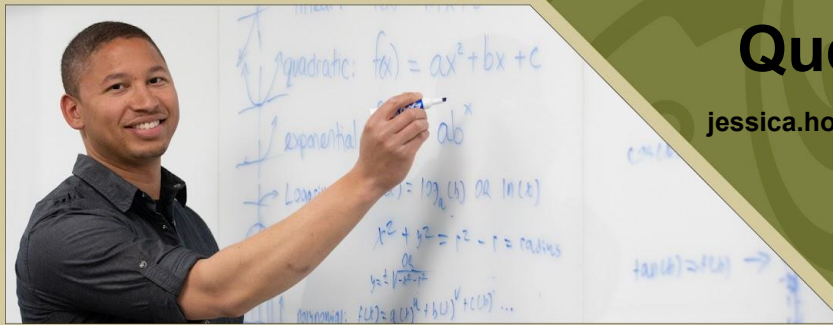
Renovate, upgrade, and improve student activity and support spaces across the college district.

- Student environments
- Community athletic fields



Questions?

jessica.howard@chemeketa.edu





Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

INTERGOVERNMENTAL AGREEMENT
POLK COUNTY AND CENTRAL SCHOOL DISTRICT 13J
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 Central School District 13J ("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 the Central School District through the ongoing employment of 5 FTE Mental Health Staff stationed full time in schools.
- b. This Contract becomes effective upon execution by both parties. The contract effective dates are July 1, 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 CENTRAL

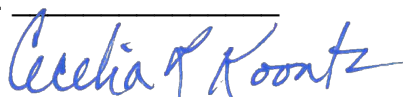
SCHOOL DISTRICT 13J

Date: _____

Date: 08/12/2024

By: _____

By: _____



Polk County Representative Central School District Representative

Director, Finance & Operations

Appendix A

School District Services

Central 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 \$565,000 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 \$498,174; Mileage, training, administration and supplies \$66,826

Polk County Services

Polk County agrees to:

1. Provide the following FTE:
 - a. 2 Therapist level staff
 - Central High School
 - Talmadge Middle School
 - b. 3 Associate level staff
 - Independence Elementary
 - Monmouth Elementary
 - Ash Creek Elementary
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.

10. Fully participate in curriculums, programs and trainings provided by The District that are specific to their role within The District.

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 Services Team (SST) 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).



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

INTERGOVERNMENTAL AGREEMENT
POLK COUNTY AND FALLS CITY SCHOOL DISTRICT #57
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 Falls City School District #57 ("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 Falls City School District through the ongoing employment of 1 FTE Mental Health professional staff.
- a. This Contract becomes effective upon execution by both parties. The contract effective dates are August 1, 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 2023-24 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

Date: _____

By: _____
Polk County Representative

FALLS CITY SCHOOL DISTRICT #57

Date: 8/13/14

By: 
Falls City School District Representative

Appendix A

School District Services

Falls City 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 \$100,000 for the 2024-25 academic year for mental health services and support as indicated.

To be paid in equal allotments.

 - a. Cost breakdown: Wages, insurance, and benefits \$97,000; Mileage, training, administration and supplies \$3,000

Polk County Services

Polk County agrees to:

1. Provide the following FTE:
 - a. 1 Mental Health Therapist at Falls City High School to serve K-12 students as needed
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 Services Team (SST) 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: Matt Hawkins, Administrative Services Director
DATE: August 14, 2024
SUBJECT: New Job Specification and Wage

Wednesday – August 21, 2024 (Consent)

RECOMMENDATION:

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

ISSUE:

Shall the Board approve this new job specification and wage?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for a Health-Related Social Needs (HRSN) Program Coordinator. This position is being created due to funding that has been provided to Family and Community Outreach from the CCO. The position will focus on working with clients needs around housing, climate and nutrition; and will assess client benefit eligibility.

The salary range for the Correctional Medical Technician will be (029) \$4,492 - \$5,684.

FISCAL IMPACT:

No fiscal impact for FY 23-24.



POLK COUNTY CLASS SPECIFICATION

Health-Related Social Needs (HRSN)

Program Coordinator

Class Spec. Number: 567

Representation: AFSCME

FLSA Status: Non-Exempt

Salary Range: 029

GENERAL STATEMENT OF DUTIES: Implements and Coordinates all activities within the parameters of the Health-Related Social Needs program initiatives. Directly interacts with clients from varied socioeconomic backgrounds in order to assist in accessing resources for Health-Related Social Needs including housing, climate and nutrition. Ensures client benefit eligibility is completed in an efficient, accurate and timely manner. Performs complex billing functions, monitors billing process for compliance and efficiency, perform accounts receivable tasks, provide high level analysis and feedback on all associated billing duties such as authorizations, denials service coding and payer type.

SUPERVISION RECEIVED: Works under the supervision of the FCO Program Manager.

SUPERVISION EXERCISED: Supervision of other employees is not a normal responsibility of this class specification.

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

1. Assist in the development of processes and procedures for HRSN related initiatives including client referrals, documentation, billing, invoices, and reporting.
2. Contacts health plans and/or clients to gather policy benefits/limitations and completes eligibility and benefits verification to ensure services provided will be covered by the Documents all communications and decisions into a computer system.
3. Enters billing information and program services into a variety of software programs.
4. Maintains accurate and timely documentation of contact, progress, and services provided.
5. Implements defined business support processes such as eligibility checks and service authorizations.
6. Manage and/or inform billing set up within department data tracking system.
7. Maintain records reflecting all direct contacts made on each case with clients, community partners, and health insurance providers.
8. Performs quality assurance checks on the HRSN billing software and works with management and other staff to identify and resolve issues that threaten billing and reimbursement.
9. Responsible for staying up to date on HRSN coding procedures to assure the accurate use

of codes and service visits, while also providing support and communication to providers and staff.

10. Attend community meetings to learn about community resources and share information about the HRSN Program.
11. Conducts community outreach to provide education about the HRSN program and access to services.
12. Collaborate on grant writing efforts and opportunities to support additional programming.
13. Performs related duties as required.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: Program development; implementation, and evaluation; bookkeeping; office record keeping and reporting procedures and practices; outreach methods to community partners; thorough knowledge of administrative procedures; modern office practices and procedures; thorough knowledge of business English, grammar and composition.

Ability to: make decisions independently according to established procedures, prepare complete and concise reports and records, work closely with community partners, effectively use computer and word processing software and spreadsheets, and effectively communicate verbally and in writing.

EDUCATION, EXPERIENCE AND TRAINING: Bachelor's degree in business, community health, social services, or related field; or any equivalent combination of experience, education and training.

SPECIAL QUALIFICATIONS: Must possess and maintain a valid Oregon driver's license and automobile insurance, and have access to and use of a personal automobile as a condition of employment.



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: August 16, 2024
Re: Local Alcohol and Drug Policy Committee Membership

Recommendation:

As Chair of the Local Alcohol and Drug Policy Committee (LADPC) it is recommended that the Board of Commissioners approve the appointment of the following Member-at-Large nominees to the LADPC:

Ryan Pollard, Homeless Prevention & Outreach Coordinator (Polk County FCO)
Mark Davis, Addictions Services Supervisor (Polk County Health Services)

Issue:

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

Discussion:

The LADPC membership is comprised of a minimum 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 voting 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. (LADPC by-laws attached)

Fiscal:

No fiscal impact.

POLK COUNTY
LOCAL ALCOHOL AND DRUG POLICY COMMITTEE
BYLAWS

1. Name

This advisory body will be known as the Local Alcohol and Drug Policy Committee (hereinafter referred to as the "LADPC").

2. Mission

To serve the interests of the citizens of Polk County in an advisory capacity to the Polk County Public Health Administrator the Polk County Health Services Director and the Polk County Board of Commissioners on all matters related to substance use disorder, including but not limited to: education, treatment, prevention, rehabilitation, law enforcement, criminal justice, and law reform.

3. Purpose of LADPC

The LADPC is established in accordance with ORS 430.306, 430.338, and ORS 430.342 to 430,380 for Polk County. The LADPC will serve the public interest by participating with Polk County Health Services in planning local programs, for the prevention of substance use disorders and the treatment and rehabilitation of persons with substance use problems. The LADPC is subject to the laws applicable to public bodies.

4. Goals

- a. Advocate for effective and adequately funded public programs to help solve substance use disorders in Polk County.
- b. Educate, coordinate with, and advise public and private organizations and individuals concerned with solving the problem of substance use disorder in order to help coordinate activities.
- c. Promote public concern for and knowledge about the problem of substance use disorders in Polk County.
- d. Review recommendations from related advisory groups and prioritize recommendations for establishing policy based on local needs and goals; submitting those prioritized recommendations to the Polk County Board of Commissioners for review.

5. Membership

a. Appointment

The LADPC shall be comprised of a minimum of eleven (11) voting members, who shall be appointed by the Polk County Board of Commissioners and serve at the Board of Commissioners' pleasure.

Six (6) Standing Members are the persons holding the following positions:

Polk County District Attorney, or designee

Polk County Community Corrections Director, or designee
Polk County Public Health Manager, or designee
Polk County Mental Health Manager, or designee
Polk County Service Integration Manager, or designee
Oregon Department of Human Services Child Welfare Polk County Branch
Manager, or designee.

The term of office for Standing Members is subject to review by the Board of Commissioners while they hold their designated official position.

Minimum of five (5) Member-at-Large people shall be appointed by consensus of the Standing Members, subject to ratification by the Polk County Board of Commissioners. Selection of At-Large Members shall, to the extent possible, comply with the guidelines of ORS 430.342.

Members at large shall be appointed for a term of three (3) years and may serve additional terms.

b. Representation

The LADPC may recommend members for approval by the Board of Commissioners. The LADPC may be reasonably representative of the geographic area and reasonably shall be persons with interest or experience in programs dealing with substance use or abuse problems. Members must live or work in Polk County. The membership shall include a number of minority members, which reasonably reflects the proportion of the need for substance use disorder treatment of minorities in the community. Additionally, inclusion of Polk County residents in the recovery community should be considered.

c. Duties/Expectations

Members will complete tasks assigned by the Chair and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the LADPC, including policy guidelines.

ORS 430.342 requires the LADPC to coordinate with the local Behavioral Health Resource Networks to identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Polk County Health Services Director and the Board of Commissioners.

ORS 430.345 to 430.380 provides the LADPC assistance in the preparation and development of community needs for the prevention of, intervention in and treatment for substance use disorders. The LADPC shall provide recommendations for grant application and budget priorities, with prioritization for minority or underserved populations.

ORS 430.420 provides the LADPC integrate drug and alcohol treatment services into the local criminal justice system for individual's pre- and/or post- adjudication and provide summary to the county Board of Commissioners in collaboration with the Local Public Safety Coordinating Council and the local mental health advisory committee.

Inform itself regarding any service coordination issues that may exist between substance use disorder services and other related state and local agencies and take action to improve coordination.

Coordinate its activities and cooperate with volunteer citizens serving on other substance use disorder advisory or advocacy groups in its geographical area. Groups such as: local parents group, juvenile services Committee, traffic safety committees, community corrections, advisory committees and others.

Monitor the use of available funds for substance use disorder treatment and prevention in the county. If the funds are not being used in accordance with their statutory purpose or the most effective manner the committee should make recommendations to the county or take such other actions as deemed appropriate.

d. Orientation and Training

Members are expected to assist each other in orientation and education related to LADPC responsibilities. This should include written material and oral presentation on such topics as:

1. Roles and functions of the LADPC
2. County substance use disorder needs and priorities
3. County substance use disorder planning and service system
4. State substance use planning, funding delivery, and monitoring system
5. Current goals and strategies of the LADPC

The LADPC should arrange for ongoing training for the entire committee on such topics as:

1. State-of-the-art treatment delivery models
2. Recovery-oriented systems of care approach
3. Integration of treatment with primary care, justice, child welfare, and other major systems where people with substance use disorder issues are served.
4. Special program areas such as prevention, methadone, detox, fetal alcohol syndrome, etc.
5. Strategies for citizen involvement, advocacy, and lobbying for substance use disorder related legislation.

6. Termination

a. Removal by Board of Commissioners

All LADPC members serve at the pleasure of the Board of Commissioners. The Board of Commissioners may remove a board member on its own motion or upon the recommendation of the LADPC.

b. Recommendation for Removal by LADPC

If the LADPC determines by a majority vote that a member should be removed, the chair of the LADPC shall report that recommendation to the Board of Commissioners for its consideration.

c. Resignation

Resignations by members shall be submitted in writing to the LADPC Chair and announced at the next regularly scheduled meeting. The Chair shall forward a copy of the resignation to the Board of Commissioners.

d. Reasons for Dismissal

The Board of Commissioners may remove a member when it determines that it is in the interest of the LADPC or the county to do so.

7. Attendance

All LADPC members are expected to attend regularly scheduled meetings. More than three (3) consecutive unexcused absences by any member during any 12- month period may result in removal of the member by the Board of Commissioners. A member's absence is unexcused if the member fails to notify the LADPC Chair in advance of a meeting that the member will not be attending the meeting.

8. Meetings

a. Public Meetings Law

The LADPC, as a public body, is subject to the public meetings and records law as stated in ORS Chapter 192. All meetings will be open to the public and conducted in accordance with the current edition of Robert's Rules of Order insofar as the rules are not inconsistent with these bylaws.

b. Regular Meetings

The LADPC meets monthly at agreed upon date and time, as posted via public meeting requirements. Regular meetings may be canceled or changed to another specific place, date and time, provided actual notice is given.

c. Notice

The LADPC will provide for and give public notice, reasonably calculated to give actual notice, to board members, interested persons, news media that have requested notice, and the general public. Notice shall include the time and place for holding regular meetings. The notice also will include a list of the primary subjects anticipated to be considered at the meeting. Distribution of meeting notices will be in a manner which maximizes the potential of the public to be aware of the proceedings and to participate.

d. Special Meetings

Special board meetings may be called by the LADPC Chair by notifying all members and the general public through a news media notice not less than 24 hours prior to the time of the special meeting, a special meeting should be called only if necessary to conduct business that cannot wait until the next regularly scheduled meeting. When possible, notice should be provided as soon as possible to encourage public participation.

e. Quorum

A majority of the appointed Standing Members and Members-At-Large of the LADPC will constitute a quorum for the transaction of all business at meetings.

f. Decision making procedure

Each LADPC Standing Member and Member-At-Large will be entitled to one vote on all issues presented at meetings at which the member is present. A majority vote is the primary decision-making method and is necessary to execute statutory obligations. Majority is defined as a majority of the appointed membership,

g. Minutes

The staff member assigned to the LADPC will cause meeting minutes to be prepared. Minutes will include a description of the members present, motions, resolutions, and orders proposed and their disposition, the results of all votes and a vote by each member by name, the substance of any discussions on any matter, and reference to any document discussed at that meeting. Minutes will be distributed to the membership one (1) week prior to the next monthly meeting.

Minutes also will be distributed to the Board of Commissioners and posted on the county's website.

h. Agendas

Items may be placed on a meeting agenda by any LADPC member. The agenda will be distributed to members at least one (1) week prior to the next regular meeting.

9. Officers

a. Chair and Vice-Chair Appointment

The voting members of the LADPC will elect a Chair and a Vice-Chair, who shall serve at the pleasure of the Board of Commissioners. LADPC members may recommend persons to the Board of Commissioners for appointment to the Chair and Vice-Chair positions. The Chair and Vice-Chair shall serve a term of two (2) years. The LADPC may elect the Chair or Vice-Chair to subsequent terms.

b. Chair Responsibilities

The Chair will act as facilitator of the convened meeting and as the parliamentarian. The Chair will enforce LADPC directives, guidelines and membership rules, participate in preparation of meeting agendas, and will guide the conduct of public meetings. The Chair is the official representative of the LADPC, shall sign all official communications, and shall be the official spokesperson to the media. The Chair is empowered to delegate any of its responsibilities to other voting members of the LADPC.

c. Vice-Chair Responsibilities

In the absence of the Chair, the Vice-Chair will assume the Chair's responsibilities. If neither the Chair nor Vice-Chair is available for a publicly-convened meeting, the

assembled quorum of the meeting will select a temporary Chairperson to conduct the meeting.

d. Vacancies or Removal of Officers

The Board of Commissioners may remove a Chair or Vice-Chair on its own motion or upon the recommendation of the LADPC when it determines that it is in the interest of the LADPC or the county to do so. If the Chair position is vacated, the Vice-Chair will assume the Chair's position. If the Vice-Chair position is vacated the LADPC will elect a LADPC voting member to complete the term.

10. Standing Committees

a. Appointment

The LADPC may authorize the Chair to appoint members to standing committees.

b. Committee Responsibilities

All appointed standing committees are required to report their information and/or recommendations to the LADPC.

11. Special Committees

The LADPC may authorize the Chair to appoint members to special committees as necessary to deal with specific projects, problems or issues. All appointed special committees are required to report their information and/or recommendations to the LADPC.

12. Conflicts of Interest

a. Declaration

The LADPC is subject to ORS 244.020, 244.040, and 244.120 to 244.130, defining conflict of interest and establishing protocols for members of public bodies in Oregon. LADPC members are expected to declare a conflict of interest prior to consideration of any matter causing a potential or actual conflict.

b. Potential Conflict Defined

A potential conflict of interest exists when a LADPC member takes an action that reasonably could be expected to have a financial impact on that member, a relative, or a business with which the member or member's relative is associated. The LADPC member may participate in an action after declaring the potential conflict and announcing its nature.

c. Actual Conflict Defined

An actual conflict of interest exists when an action is reasonably certain to result in a special benefit or detriment to the LADPC member, a relative, or a business with which the member or member's relative is associated. The member will declare the actual conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum. When a vote is necessary to achieve a quorum, the member may vote, but

may not participate in any discussion or debate on the issue out of which the actual conflict arises.

13. Amendment to Bylaws

a. Initiated by Board Commissioners/LADPC

The LADPC may propose amendments to the bylaws. Any recommendations agreed upon by a majority of voting members of the LADPC shall be forwarded to the Board of Commissioners for its approval. The bylaws will be submitted to the Board of Commissioners by the Chair every three (3) years for review and approval.

b. Initiated by Board of Commissioners

The Board of Commissioners may initiate changes to the bylaws. These changes will be submitted to the LADPC for review and consultation prior to the Board of Commissioners' adoption.

c. Distribution

Upon the Board of Commissioners approval of bylaw amendments, any revisions to the bylaws will be made and distributed to members of the LADPC.

14. Community Relations/Public Input

Any member of the public will be welcome to attend and provide input at Polk LADPC meetings. Public comments will be encouraged and will be accepted verbally or in writing. Anyone who wishes to voice opinions or present information or concerns to the LADPC may attend meetings or contact either the Chair or the Vice-Chair. Arrangements will be made and time will be allotted at meetings as appropriate to assure broad public participation.

ADOPTED BY LADPC this day of 08/07/2024



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: August 21, 2024
Contractor Name: Oregon Health Authority
Address: 635 Capitol St NE Suite 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: \$149,352.83

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This is the third amendment to the initial award from the state as IGA 026022. This award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

This third amendment awards additional funding to Service Element 9 for Jail Diversion services due to the passing of the House Bill 5204. This is one time funding and will be disbursed in a lump sum.

Fiscal Impact:

The total amount awarded for this amendment is \$149,352.83 for fiscal year 2024-25.

Recommendation:

It is recommended that Polk County sign the third amendment to IGA 026022 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

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



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

AGREEMENT # PO-44300-00026022

**THIRD AMENDMENT TO
OREGON HEALTH AUTHORITY
2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This Third Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

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

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

6. Signatures.

Polk County
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:
Approved by Joseph M. Callahan, Assistant Attorney General on March 19, 2024; email in Agreement file.

ATTACHMENT 1
EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT												
MOD#: M0877												
CONTRACT#: 026022												
CONTRACTOR: POLK COUNTY												
INPUT CHECKED BY: _____ DATE CHECKED: _____												
SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#
		CODE			DATES	CHANGE/TYPE	DOLLARS	DOLLARS ABC	IV	CD	CODE	
FISCAL YEAR: 2024-2025												
BASE NI JAIL DIVERSION												
9	806		NIJAIL		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$149,352.83	\$0.00	C	1 N	1
TOTAL FOR SE# 9								\$149,352.83	\$0.00			
TOTAL FOR 2024-2025								\$149,352.83	\$0.00			
TOTAL FOR M0877 026022								\$149,352.83	\$0.00			

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 06/12/2024

Contract#: 026022
REF#: 005

REASON FOR FAAA (for information only):

Jail Diversion Services (MHS 09) funds have been awarded per HB 5204 Section 11 from the 2024 Legislative Session.

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

M0877 1 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement become executed.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: August 21, 2024
Contractor Name: Oregon Health Authority
Address: 500 Summer Street NE, E-03
City, State, Zip: Salem, OR 97301
Effective Dates - From: April 01, 2024 Through: June 30, 2025
Contract Amount: \$125,000.00

Background:

The Oregon Health Authority through RFGA 5921 had a funding opportunity for the Reproductive Health Programs (RH Program) to fill the gaps in funding and offset costs associated with providing reproductive health services by addressing staff shortages, increased services needs, and other program requirements, such as equipment and/or training. Polk County applied for that funding grant and this contract is the award.

Discussion:

This RHCare Modernization grant is one time funding that will be used to offset costs for salaries and benefits of current staff providing RH Care services, costs associated with maintaining our current facility space and technology, as well as the provision of other clinical services, which may include services offered during outreach events in our rural areas, rapid STI tests, labs, condoms, and other clinical supplies.

Fiscal Impact:

The total for this award is \$125,000 as expected for FY 24-25. Funding will be used to support FTE under Reproductive Health.

Recommendation:

It is recommended that Polk County sign this RHCare grant, IGA 183586, with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

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



Grant Agreement Number 183586

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Polk County Public Health
182 SW Academy Street
Dallas, OR 97338
Attention: Naomi Biggs
Telephone: (503) 623-8175**

E-mail address: hs.contracts@co.polk.or.us

hereinafter referred to as “Recipient.”

The program to be supported under this Agreement relates principally to OHA’s

**Adolescent, Screenwise & Reproductive Health
800 NE Oregon St.
Portland, OR 97232
Agreement Administrator: Alison Babich or delegate
Telephone: (503) 347-9195
E-mail address: alison.a.babich@oha.oregon.gov**

- 1. Effective Date and Duration.** This Agreement, when fully executed by every party, shall become effective on **April 1, 2024**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**, Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 2. Agreement Documents.**
 - a.** This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
 - (1) Exhibit A, Part 1: Program Description
 - (2) Exhibit A, Part 2: Disbursement and Financial Reporting
 - (3) Exhibit B: Standard Terms and Conditions
 - (4) Exhibit C: Subcontractor Insurance RequirementsThere are no other Agreement documents unless specifically referenced and incorporated into this Agreement.
 - b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, and C.
- 3. Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$125,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.
- 4. Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:
☐ Recipient is a subrecipient ☒ Not applicable
Assistance Listings number(s) of federal funds to be paid through this Agreement: Not applicable.

5. Recipient Information and Certification.**a. Recipient Information.** Recipient shall provide the information set forth below.**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**Recipient Name (exactly as filed with the IRS): Polk CountyStreet address: 850 Main StreetCity, state, zip code: Dallas, OR 97338Email address: HS.CONTRACTS@co.polk.or.usTelephone: (503) 623-9289 Fax: (503) 831-1726**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.Workers' Compensation Insurance Company: SAIFPolicy #: 100034815 Expiration Date: 07/01/2025**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of

Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Polk County Public Health
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(b)	
_____	_____
Oregon Department of Justice	Date

EXHIBIT A

Part 1 Program Description

1. Funding must be used for the purposes of ensuring access to reproductive health services. Acceptable use of funds includes but is not limited to:
 - Costs associated with training staff
 - Salaries/wages
 - Costs associated with maintaining a clinic site (rent, renovations)
 - Clinic equipment
 - Costs associated with EHR systems (including upgrading costs)
 - Translation/interpretation services
 - Clinical services (including STI services, labs, supplies, etc.)
2. Reporting and Milestones:

On or before July 30, 2025, a final report explaining how the agency spent the money, and is planning on spending any remaining money, including a detailed expenditure report, in a form prescribed by OHA. Notwithstanding any other provision of this Agreement, Recipient's reporting obligation will survive termination of this Agreement.

EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

- a.** During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

(1) Within 45 days of execution of this Grant Agreement.

b. Travel Expense

No travel expenses are authorized or approved under this Agreement.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines

and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

- 8. Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

- a. Default by Recipient.** Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or

benefitting from services under this Agreement “OHA Client”, including any Medicaid Eligible Individual, under its care.

- (2) OHA’s Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA’s property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that OHA and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements

apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. 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. This Section shall survive expiration or termination of this Agreement.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or

OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
 500 Summer Street NE, E-03
 Salem, OR 97301
 Telephone: 503-945-5818

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less

than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence and not less than \$1,000,000 annual aggregate limit.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government's representatives responsible for verification of the insurance coverages required under this Exhibit.