

POLK COUNTY BOARD OF COMMISSIONERS

DATE: October 30, 2024
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a)** Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b)** The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on November 4, 2024 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM October 23, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. OPERATION GREENLIGHT 2024, RESOLUTION NO. 24-12 & VSO UPDATE – Eric Enderle**
- 8. DECLARATION OF SURPLUS PROPERTY & ORDER NO. 24-15 – Greg Hansen**

CONSENT CALENDAR

- a)** Polk County Contract No. 24-174, Salem Health West Valley (Rosana Warren Rivera, Behavioral Health)
- b)** Polk County Contract No. 24-176, Salem Health West Valley (Rosana Warren Rivera, 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 October 23, 2024

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Pope declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Gordon were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on November 4, 2024 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.

3. COMMENTS

Robert Greenway provided public comment in regards to the District's Attorney's Office and that he has multiple discrepancies with his office.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF October 16, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF October 16, 2024.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. POLK COUNTY ORDINANCE 24-06

Morgan Smith, County Counsel, provided background information on what Polk County Ordinance No. 24-06 is and why he is recommending the Board sign and adopt this into the record. Mr. Smith stated that the Board would like to have this go through the first and second reading first and then proceeded to read aloud the ordinance into the record. The Commissioners thanked Mr. Smith and stated they did not have any questions. Mr. Smith stated the second reading would take place two weeks from now on November 6, 2024.

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

- a) **Polk County Order No. 24-14, Imposing Speed Restrictions on Andy Riggs Rd (Todd Whitaker, Public Works Director)**
- b) **Polk County Contract No. 24-171, Northwest Human Services (Rosana Warren Rivera, Behavioral Health)**

At 9:02 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor

The Executive Session ended at 10:27 a.m. and Commissioner Pope directed staff to move forward as discussed in the executive session and the meeting was adjourned.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



POLK COUNTY OREGON

— Operation Green Light —

A SALUTE TO OUR VETERANS

In advance of the upcoming Veterans Day holiday, Polk County announced that the County Courthouse would be illuminated green November 4th through the 11th as part of Operation Green Light, a national collaborative initiative of the National Association of Counties (NACo) that began in 2022 to support military veterans, as well as raise awareness about the unique challenges faced by many veterans and the resources that are available at the county, state, and federal level to assist veterans and their families.

In addition to lighting county buildings, residents and businesses are encouraged to participate by simply changing one light bulb in their house to a green bulb. This can be an exterior light that neighbors and passersby see, or an interior light that sparks a conversation with friends.

By shining a green light, we let our veterans know that they are seen, appreciated, and supported. While this event is focused around the week of Veterans Day (November 4th -11th), participants are encouraged to continue shining the light year-round. Residents can share their participation on social media using the hashtag #OperationGreenLight.

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

In the Matter of Supporting Operation)
Greenlight in Support of Veterans)

RESOLUTION NO. 24-12

WHEREAS, the residents of Polk County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, Polk County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in Veteran Services Organizations, National Guard, religious groups, civil service, and by functioning as County Veteran Service Officers to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Polk County appreciates the sacrifices of our United States Military Veterans and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Polk County hereby declares from November 4th 2023 through November 11th 2024 a time to salute and honor the service and sacrifice of our men and women in uniform; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Polk County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Dated this 30th day of October, 2024 at Dallas, Oregon.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Lyle Mordhorst, Commissioner

Jeremy Gordon, Commissioner

Approved as to Form:

Morgan Smith, County Counsel



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: Board of Commissioners

FROM: Greg Hansen

DATE: October 23, 2024

SUBJECT: Surplus Property – 945 SE Uglow Ave

RECOMMENDATION:

The Board declare the following:

1. Adopt Order 24-15 declaring the house and property located 945 SE Uglow Ave., Dallas, OR 97338 (Tax Account 146357) as surplus property.
2. Give notice to the current occupants Recovery Outreach Community Center (ROCC) of 60 days per our current lease agreement.
3. At the conclusion of the lease agreement, direct staff to sell the property.

ISSUE:

Shall the Board adopt Order 24-15 declaring the property located at 945 SE Uglow Ave, Dallas, OR 97338, as surplus and direct staff sell the property?

BACKGROUND:

Approximately five (5) years ago, Polk County purchased the located at 945 SE Uglow Ave. for the purposes of transitional housing. Polk County contracted that service out to a non-profit for 27 months at which time we shut down the program.

Three (3) months later the County entered into a no cost lease agreement with (ROCC). ROCC is a peer-run support and validation program for those in mental health recovery including addiction and trauma. This service has limited hours, however it is utilized by our Behavioral Health and Family & Community Outreach programs at times as a resource.

Recently, the County received a land use notice from the City of Dallas that this property would need to go through a conditional use permit process if the property wished to continue its current services at that location.

As a result of the City's notice and the limited use of that property it is my opinion that it is in the best interest of the County to declare this property as surplus property, sell the property and return the property to tax rolls.

ALTERNATIVES:

The following are alternatives:

1. Approve the recommendation as proposed.
2. Modify the recommendation by selling the property at a later date.
3. Not declare the property as surplus and keep it in County ownership.

FISCAL IMPACT:

The total estimated amount of funds the County will receive upon the selling of the property is approximately \$360,000 to be deposited in the General Fund.

IN THE MATTER OF SELLING)
PROPERTY NOT NEEDED FOR COUNTY)
USE PURSUANT TO ORS § 271.310.)

Page 1

Dated this October 30, 2024 at Dallas, Oregon.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Approved as to form:

Morgan Smith
County Counsel



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: October 30, 2024
Contractor Name: Salem Health West Valley
Address: PO Box 378
City, State, Zip: Dallas, OR 97338
Effective Dates - From: November 1, 2024 Through: June 30, 2025
Contract Amount: Varies

Background:

Salem Health West Valley (SHWV) has agreed to pay Polk County Behavioral Services (PCBH) for screening of mental health patients presenting at Salem Health West Valley Emergency Department.

Discussion:

This is the renewal Agreement for the continuation of services PCBH has been providing for SHWV in past fiscal years. This agreement increases the rate to \$156 per hour for mental health screening services and maintains SHWV contribution of \$7,000 to offset PCBH other costs for service delivery.

Fiscal Impact:

The Behavioral Health Services budget was developed with anticipation of this agreement being in place for fiscal year 2024-25.

Recommendation:

It is recommended that Polk County sign the renewal Agreement with Salem Health West Valley.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	10/15/24
CONTRACTOR	SALEM HEALTH WEST VALLEY 525 SE WASHINGTON STREET DALLAS, OR 97338-2834 ID#: 43-1960221
CONTACT PERSON:	MELINDA WOOLARD
SERVICES PROVIDED:	To provide Mobile Crisis Intervention Services (MCIS) and Stabilization Services (MRSS) for patients presenting at the Salem Health West Valley Hospital as outlined in Section 5.
EFFECTIVE DATES:	FROM NOVEMBER 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	240-8550-540-M25
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Section 4
ADDITIONAL COMMENTS/INFORMATION:	

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

AGREEMENT

1. PARTIES TO AGREEMENT.

This Agreement ("Agreement") is entered by and between Polk County, a political subdivision of the state of Oregon, hereafter called "COUNTY", and SALEM HEALTH WEST VALLEY, an Oregon non-profit corporation organized and existing pursuant to the law of the State of Oregon, hereafter called "HOSPITAL", collectively referred to as the "PARTIES".

2. PURPOSE/STATEMENT OF WORK.

The purpose of this Agreement is to establish the terms and conditions under which the COUNTY will provide Mobile Crisis Intervention Services (MCIS) and Stabilization Services (MRSS) to HOSPITAL, which includes the provision of appropriate crisis evaluations, referrals and hospital diversion services to all Polk County residents presenting to Salem Health West Valley Hospital Emergency Department at any hour of the day or night, as requested by HOSPITAL and as available by COUNTY. These services are further described in Section 5.

3. TERM AND TERMINATION.

- 3.1 This Agreement shall be effective for the period of November 1, 2024 through June 30, 2025 unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended by agreement of the PARTIES. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This Agreement may be terminated by mutual consent of both PARTIES at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 PARTIES may terminate this Agreement effective upon delivery of written 30-day notice to the other party or at such later date as may be established under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c. If any license, certificate, or insurance required by law or regulation to be held by COUNTY and/or HOSPITAL staff to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

3.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING.

4.1 HOSPITAL agrees to pay COUNTY at the rate (\$39.00 per 15-minute or \$156.00 per hour) set forth by the Oregon Division of Medical Assistance Program (DMAP), for CPT code H2011 and appropriate modifier, for MCIS/MRSS services, including travel time from portal to portal, with services paid on a per occurrence basis to the nearest quarter hour.

4.2 HOSPITAL agrees to reimburse the COUNTY at the rate per mile set forth by the Federal Standard Mileage Rate (FSMR) for privately owned or COUNTY vehicle mileage incurred by travel from portal to portal for services rendered.

4.3 HOSPITAL further agrees to contribute \$7,000 (seven thousand dollars) in equal monthly installments to offset HOSPITAL'S pro rata share of COUNTY's call costs.

4.4 The PARTIES agree that this level of funding may need to be modified to more closely align to the level of service actually provided and agree to revisit this level of funding six (6) months from the effective date of this contract. Any such modification shall be in writing by mutual consent of the PARTIES per Section 12 of this Agreement.

4.5 It is agreed that COUNTY shall accept payment from HOSPITAL as full and total payment for MCIS/MRSS services provided. HOSPITAL shall not bill any patients (or their insurance) served under this Agreement for services delivered hereunder.

4.6 COUNTY shall submit invoices of actual costs on a monthly basis to HOSPITAL, Attn: West Valley Emergency Department Nurse Manager, Email: chris.compton@salemhealth.org, Address: 525 S.E. Washington Street, Dallas, OR 97338. HOSPITAL shall forward payment to Business Services, Polk County Health Services, 182 SW Academy Street, Dallas, OR 97338-1922.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT.

The following allows for the utilization of MCIS/MRSS within Polk County and clarifies the services and operational parameters between the COUNTY and HOSPITAL;

5.1 UNDER THE TERMS OF THIS AGREEMENT, BOTH PARTIES SHALL:

Agree to meet at a minimum once per quarter to provide case review, care coordination, address concerns or complaints, issues and/or gaps in services, which may have occurred, as well as other related discussions as deemed appropriate and as needed.

5.2 UNDER THE TERMS OF THIS AGREEMENT, HOSPITAL SHALL:

- a. Request MCIS from COUNTY for individuals experiencing a behavioral health crisis requiring in-person intervention or evaluation by contacting the Mobile Crisis Intervention Team (MCIT) dispatch line.
- b. Provide all individuals presenting at the Salem Health West Valley Hospital Emergency Department, including those with behavioral health needs, either mental health and/or substance use disorders, a full medical screening evaluation and medical clearance by a HOSPITAL Physician, Licensed Practitioner, prior to requesting MCIT.
- c. Provide an evaluation of the individual in need of behavioral health crisis services including a description of the presenting problem, current symptoms, risk factors and other directions as appropriate at the time of request to MCIT.
- d. Provide service information, which can include a Polk County Crisis Contact and Resource Information card or referral, to children, youth and young adults and/or families or caregivers of children, youth and young adults eligible for MRSS services presenting at Salem Health West Valley Hospital Emergency Department, including those with behavioral health needs or suspected needs, of either mental health and/or substance use disorders.
- e. Provide COUNTY access for retrieval of the mental health evaluations of individuals known to be PacificSource members within PacificSource timelines.

5.3 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Respond and/or dispatch MCIT to any individual experiencing a behavioral health crisis when requested by HOSPITAL within Polk County limits, 24 hours a day, seven days per week, every day of the year, as staff availability allows.
- b. Provide MCIS services by phone within one hour of being notified of the crisis and no later than two (2) hours after dispatched call, unless agreed upon by the requestor and MCIT, as staff availability allows. If inclement weather makes travel to HOSPITAL hazardous, MCIT are not obligated to respond until conditions improve.

- c. Provide hospital diversion and referral services, which can include, but is not limited to:
 - (1) Outreach and Engagement;
 - (2) Coordination of care;
 - (3) Behavioral health Outpatient Counseling; and
 - (4) Behavioral Health Community Support services.
- d. Provide a MCIS response that consists of at least one Qualified Mental Health Professionals (QMHP) to provide mobile crisis services within their scope of practice.
- e. Provide copies of required mental health screen documentation, progress notes specific to care provided, disposition and plan of action, and other relevant documentation, of MCIS/MRSS services provided.

6. COMPLIANCE WITH APPLICABLE LAWS.

The PARTIES agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION.

The PARTIES agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

8. HOLD HARMLESS.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. For any and all claims against either COUNTY or HOSPITAL from a third party, each party agrees to defend and indemnify each other for any and all claims arising from the actions of their employees and/or agents.

9. INSURANCE.

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

10. MERGER CLAUSE.

PARTIES concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both PARTIES. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. PARTIES, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICE.

Any notice required to be given the COUNTY or HOSPITAL under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

COUNTY

Greg Hansen
Polk County
Chief Administrative Officer
850 Main Street
Dallas, OR 97338

HOSPITAL

Amie Wittenberg
VP Clinical Operations
Salem Health Hospitals & Clinics
890 Oak Street SE
Salem, OR 97301

With a copy to:
John Bauer
Chief Legal Officer
890 Oak Street SE
Salem, OR 97301

12. INDEMNIFICATION.

HOSPITAL agrees to indemnify, defend and hold harmless COUNTY and its officers, agents and employees against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of HOSPITAL, HOSPITAL'S officers, agents, and employees, and HOSPITAL'S subcontractors and their employees and agents, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Polk County agrees to indemnify, defend and hold harmless the HOSPITAL and its officers, agents and employees against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, COUNTY'S officers, agents and employees, in performance of this Agreement.

13. CONFIDENTIAL RECORDS.

County shall keep confidential all patient records and HOSPITAL information and shall not disclose any information concerning services performed at HOSPITAL other than authorized members of the Medical Staff and its representatives, licensing boards, the Joint Commission on Accreditation of Healthcare Organizations, third party payers without written consent of the other party or duly authorized court orders or proceedings.

14. CONFIDENTIAL INFORMATION.

If and to the extent, and so long as, required by the provisions of 42 U. S. C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act (HIP AA) of 1996 and regulations promulgated there under, but not otherwise, County does hereby assure HOSPITAL that COUNTY will appropriately safeguard protected health information made available to or obtained by COUNTY. In implementation of such assurance and without limiting the obligations of COUNTY otherwise set forth in this Agreement or imposed by applicable law, COUNTY hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity COUNTY performs on behalf of HOSPITAL, to the extent COUNTY would be required to comply with such requirements. COUNTY shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business information of the HOSPITAL

15. ACCESS TO BOOKS, DOCUMENTS AND RECORDS.

15.1 To the extent required by applicable Law, COUNTY shall make available, upon written request from HOSPITAL to the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative of such agencies, this Agreement, and COUNTY'S books, documents and records. COUNTY shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this section for any purpose, COUNTY shall notify HOSPITAL of the nature and scope of such request.

15.2 If COUNTY carries out any of the duties of this Agreement through a subcontract with a related organization ("Subcontractor"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the HOSPITAL, Comptroller General of the United States, or any other duly authorized agent or representatives of such

agencies, the subcontract and Subcontractor's books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

- 16. CIVIL RIGHTS.** Both parties agree to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 and Title VI as implemented by 45 CFR 80 and 84 which states in part, "No qualified persons shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance." Both parties also agree to comply with all applicable provision of ORS 279.316

17. FALSE CLAIMS, FRAUD, WASTE AND ABUSE.

Both PARTIES shall cooperate with and participate in activities to implement and enforce policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Both PARTIES shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Both PARTIES shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Both PARTIES are required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Both PARTIES are required to check the following databases for excluded individuals and entities: Excluded Parties List System (EPLS) www.sam.gov

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as Exhibit A to this contract and are incorporated herein.

19. SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the PARTIES hereto as of the effective date set forth herein.

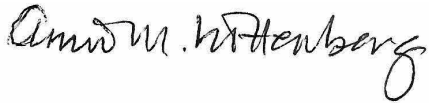
In witness whereof, the PARTIES hereto have caused this Agreement to be executed on the date set forth below.

HOSPITAL SIGNATURE



James Parr
Executive Vice President of Operations & Chief Financial Officer

Date



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

10/17/24

Date

COUNTY SIGNATURE

Authorized Signer

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A

SALEM HEALTH HOSPITALS & CLINICS HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement is made as of the last signature date below, by and between **SALEM HEALTH WEST VALLEY**, a public benefit corporation organized under the laws of Oregon, on behalf of Affiliated Covered Entity described below and **POLK COUNTY**, a political subdivision of the State of Oregon.

In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

Section 1. Definitions

Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

Specific definitions:

- (a) Affiliated Covered Entity. "Affiliated Covered Entity" shall mean the Covered Entities owned by Salem Health, including, Salem Hospital and West Valley Hospital, which have designated as an affiliated covered entity in accordance with 45 C.F.R. § 164.105(b).
- (b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean (vendor name).
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.013.
- (d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information, other than as provided for by this Agreement;

- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- (d) Immediately report to Affiliated Covered Entity within five (5) business days, from the Business Associate's time of discovery of any potential breach, any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware;
- (e) In the event of an impermissible use or disclosure that constitutes a breach of unsecured Protected Health Information, supplement the report required by Section 2(e) above with the information required at 45 CFR 164. 410 without unreasonable delay and in no case later than 30 days after discovery, such reports shall include at least the following information:
 - (1) The identity of each individual whose information was accessed, acquired or disclosed during the breach;
 - (2) A brief description of what happened;
 - (3) The date of discovery of the breach;
 - (4) The nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
 - (5) Any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - (6) A brief description of what the Business Associate is doing to investigate the breach, the level of risk that the patient's Protected Health Information was compromised, and what is being done to protect against any further breaches;
- (f) Ensure that any agent, including a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate for the Affiliated Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including compliance with applicable requirements of the Security Rule, and Business Associate shall conduct reasonable due diligence of the information security of such agents or subcontractors and determine such information security to be reasonable prior to allowing such agents or subcontractors to create, receive, maintain, or transmit Protected Health Information on Business Associate's behalf;
- (g) Provide access to Protected Health Information in a Designated Record Set to Affiliated Covered Entity or, as directed by Affiliated Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524 and forward to Affiliated Covered Entity, within five (5) business days, any requests for access that Business Associate receives directly from Individuals;
- (h) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Affiliated Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Affiliated Covered Entity or an Individual within 30 calendar days of Affiliated Covered Entity's request, and forward to Affiliated Covered Entity, within five (5) business days, any requests for amendment that Business Associate receives directly from Individuals;

- (i) Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Affiliated Covered Entity available to the Secretary for purposes of the Secretary determining Affiliated Covered Entity's compliance with the Privacy Regulations, except that nothing in this Section shall serve as a waiver of any applicable legal privilege;
- (j) Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Affiliated Covered Entity or Business Associate to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528;
- (k) Provide to Affiliated Covered Entity or an Individual information collected in accordance with Section 2(i) of this Agreement, to satisfy the requirements for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528 or Section 13405(c)(3) of the HITECH Act, and forward to Affiliated Covered Entity, within five (5) business days, any requests for an accounting of disclosures that Business Associate receives directly from Individuals;
- (l) Comply with the applicable provisions of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Affiliated Covered Entity; and
- (m) To the extent Business Associate is to carry out one or more of Affiliated Covered Entity's obligation(s) under the Privacy Regulations, comply with the requirements of the Privacy Regulations that apply to Affiliated Covered Entity in the performance of such obligation(s).

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Statutory Duties

- (1) Business Associate acknowledges that it has a legal duty under the HIPAA Rules to, among other duties:
 - (A) Use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) Comply with the applicable provisions of the Security Rule. In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

- (b) General Use and Disclosure Provisions Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Affiliated Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the Privacy Regulations if

done by Affiliated Covered Entity or the Privacy Regulations' minimum necessary requirements at 45 C.F.R. § 164.502(b) and 164.514(d).

(c) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Unless the disclosure is required by law, Business Associate shall conduct reasonable due diligence of a third party's information security and determine such information security to be reasonable prior to disclosing Protected Health Information to the third party under this Section.
- (3) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Affiliated Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
- (4) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
- (5) Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the HIPAA Rules.

Section 4. Obligations of Affiliated Covered Entity

Affiliated Covered Entity shall:

- (a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- (b) Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- (c) Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Affiliated Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Permissible Requests by Affiliated Covered Entity

Affiliated Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Affiliated Covered Entity.

Section 6. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date indicated above and shall terminate upon the termination of the underlying service agreement between the parties.
- (b) Termination for Cause. Upon Affiliated Covered Entity's knowledge of a material breach by Business Associate, Affiliated Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any underlying service agreement if Business Associate does not cure the breach or end the violation within the time specified by Affiliated Covered Entity; or
 - (2) Immediately terminate this Agreement and any underlying service agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Affiliated Covered Entity, or created, maintained, or received by Business Associate on behalf of Affiliated Covered Entity, shall:
 - (1) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Affiliated Covered Entity or otherwise destroy the remaining Protected Health Information that the Business Associate still maintains in any form.
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information.
 - (4) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3, which applied prior to termination; and;
 - (5) Return to Affiliated Covered Entity or otherwise destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Section 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Affiliated Covered Entity to comply with the requirements of the

Privacy Regulations, the Security Regulations, the HIPAA Rules, and the HITECH Act and its implementing regulations.

- (c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Affiliated Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HIPAA Rules, and the HITECH Act.
- (e) Indemnification. Business Associate agrees to indemnify and hold harmless Affiliated Covered Entity, its employees, officers, trustees, agents, and contractors from any and all liability, including reasonable attorneys' fees, costs of defense, and costs of mitigation and/or notification, that may arise from Business Associate's breach of this Agreement.
- (f) No limitations on liability. No limitations of liability, limitations of remedy, or disclaimers by Business Associate contained in the Underlying Contracts shall apply to the obligations and subject matter of this Agreement or to remedies sought by Affiliated Covered Entity with respect to a breach of this Agreement by Business Associate or any of Business Associate's workforce, agents, or subcontractors.
- (g) Insurance. Business Associate shall maintain appropriate and adequate insurance coverage to cover Business Associate's obligations pursuant to this Agreement, including Professional Liability insurance with Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of three million dollars (\$3,000,000) each claim and annual aggregate; Cyber Liability Third party coverage \$1,000,000 and Notification/Crisis Management \$1,000,000; Computer Crime Insurance with limits of \$1,000,000; and Employee Theft/Client Insurance Coverage with limits of \$1,000,000.

(Signature page to follow)

The parties have caused this Agreement to be executed on the date first written above.

SALEM HEALTH HOSPITALS & CLINICS (on behalf of Affiliated Covered Entity)

BY: Karl Wright

NAME: Karl Wright

TITLE: Director of SCS

DATE: 7/31/2024

POLK COUNTY

BY: _____

NAME: _____

TITLE: _____

DATE: _____



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: October 30, 2024
Contractor Name: Salem Health West Valley
Address: 525 SE Washington Street
City, State, Zip: Dallas, OR 97338
Effective Dates - From: November 01, 2024 Through: June 30, 2025
Contract Amount: \$60,000.00

Background:

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

Discussion:

This is the renewal agreement with SHWV for the continuation of School Based Health services they have been providing throughout the years.

Fiscal Impact:

The Public Health budget has sufficient expenditure authority to accommodate this contract and was prepared in anticipation of this agreement.

Recommendation:

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

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY PUBLIC HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	10/15/2024
CONTRACTOR	SALEM HEALTH WEST VALLEY 525 SE WASHINGTON STREET DALLAS, OR 97338-2834 ID#: 43-1960221
CONTACT PERSON:	MELINDA WOOLARD
SERVICES PROVIDED:	To provide services for a School Based Health Center as outlined in Exhibit B & Exhibit C.
EFFECTIVE DATES:	FROM NOVEMBER 01, 2024 THROUGH JUNE 30, 2025
BUDGET LINE #:	235-8550-525-PH31
DOLLAR AMOUNT:	\$60,000.00
TERMS:	\$15,000.00 per quarter as outlined in Exhibit B.
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY FISCAL DEPARTMENT IMMEDIATELY OF ANY CONTRACT TERMINATION

hs.contracts@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

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

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

**SALEM HEALTH WEST VALLEY
525 SE WASHINGTON STREET
DALLAS, OR 97338-2834
ID#: 43-1960221**

hereinafter referred to as "Contractor"; and,

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

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

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

SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

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

SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning November 01, 2024, and ending June 30, 2025, payment shall be retroactive for approved services provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.
- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s) or ACH direct payment upon receipt of an authorized billing document at the rates outlined in Exhibit B and as approved by Polk County. Billings shall be submitted to HS Fiscal either electronically to hs.fiscal@co.polk.or.us or by mail to Polk County Health Services Business Services Department, 182 SW Academy Street Suite 204, Dallas, Oregon 97338. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
 - i. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - ii. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits .
 - iii. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance

of other persons in the performance of this Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411.

- F. Exhibit A – Business Associate Agreement attached hereto is by this reference incorporated herein and made an integral part of this agreement.

SECTION III: GENERAL PROVISIONS

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.
- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Contractor-client Relationship: The Contractor will establish a system through which a client and/or the client's parents or guardian may represent grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's service, the Contractor will advise the child and parents or guardian of the provision. The Contractor shall notify the County of all unresolved grievances.
- F. Safeguarding of Client Information:
- i. The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the County, or if the County is not the recipient, on written consent of the recipient or attorney, or otherwise compliant with Contractor's obligations under Exhibit A.

- ii. For the purposes of safeguarding protected client information, Contractor agrees to abide by all County rules and regulations regarding Communication technology as documented in the County's Communications Technology Policy. Contractors providing services from a County facility will be provided appropriate County equipment to perform its duties under this agreement. To the extent that Contractor elects to use their own technology (computer, cellular phone, etc...) Contractor warrants that such equipment shall be compliant with County rules and regulations, and its obligations under Exhibit A.
- G. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- H. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
- i. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with Federal regulations and the County's guidelines on allowable use of funds paid by the County under this Agreement.
 - ii. The Contractor agrees to maintain fiscal records consistent with generally accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this Agreement. The Contractor shall make these records available at reasonable times upon request to State and Federal personnel, and other persons authorized by the County.
 - iii. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- I. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- J. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made

under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

K. Insurance:

- i. Contractor agrees that it is an independent contractor and not an agent of the County. The Contractor and the County shall not be responsible for any legal liability, loss, malpractice, damages, costs and expenses arising in favor of any person on account of personal injuries, death or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from the acts or omissions of the other party under this Agreement.
 - ii. Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities, operations, and omissions of the Contractor, all subcontractors, and all named additional insureds. Contractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally and in writing.
 - iii. As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, to Polk County Health Services, 182 SW Academy Street, Suite 204, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
 - iv. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.
- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may

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

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

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

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

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

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

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

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

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

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

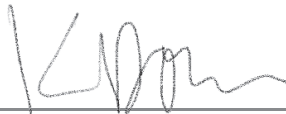
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SIGNATURE PAGE:

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

- Exhibit A: Business Associate Agreement
- Exhibit B: Scope of Work
- Exhibit C: Program Requirements

CONTRACTOR



Signature

October 22, 2024

Date

COUNTY

Chair
Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and SALEM HEALTH WEST VALLEY

1. DEFINITIONS:

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

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

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

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

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

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

- B. The COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
 - C. The COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that the COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.
5. PERMISSIBLE REQUESTS BY THE COUNTY: The COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the COUNTY except if such use or disclosure is permitted under the Agreement between the COUNTY and CONTRACTOR.
6. TERM AND TERMINATION:
- A. Term. This BA Agreement shall be effective as of July 01, 2024, and shall terminate when all of the Protected Health Information provided by the COUNTY to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COUNTY, is destroyed or returned to the COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
 - i. Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section III (P) of the Polk County Agreement; or
 - ii. Provide an opportunity for CONTRACTOR to terminate this BA Agreement and the Polk County Agreement within the timeline specified in Section III of the Polk County Agreement. At the direction of its Board of Directors, the COUNTY may terminate this BA Agreement and the Polk County Agreement as permitted in Section III of the Polk County Agreement if CONTRACTOR has not cured the breach upon conclusion of the technical assistance and corrective action described in paragraph (i.) of this section; or
 - iii. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

C. Effect of Termination.

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

7. MISCELLANEOUS:

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

- A. Background Requirement: The COUNTY, in accordance with § 164.306 and § 164.308 (b), may permit the CONTRACTOR to create, receive, maintain, or transmit Electronic Protected Health Information on the COUNTY'S behalf only if the COUNTY obtains satisfactory assurances, in accordance with § 164.314(a) that the CONTRACTOR will appropriately safeguard the information. The COUNTY must document the satisfactory assurances through a written contract or other arrangement with the CONTRACTOR.
- B. Part I. Security Assurances: The CONTRACTOR will Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the COUNTY as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164);
- i. Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
 - ii. Report to the COUNTY any security incident of which it becomes aware.
 - iii. Authorize termination of the contract by the COUNTY, if the COUNTY determines that the business associate has violated a material term of the contract.
- C. Part II. Other arrangements: When the COUNTY and the CONTRACTOR are both governmental entities, the COUNTY is in compliance with the requirements if:
- i. It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or
 - ii. Other law (including regulations adopted by the COUNTY or the CONTRACTOR) contains requirements applicable to the CONTRACTOR that accomplish the objectives of Part I.
- D. If the CONTRACTOR is required by law to perform a function or activity on behalf of the COUNTY or to provide a service described in the definition of CONTRACTOR as specified in § 160.103 of the regulation to the COUNTY, the COUNTY may permit the CONTRACTOR to create, receive, maintain, or transmit Electronic Protected Health Information on its behalf to the extent necessary to comply with the legal mandate without meeting the requirements of Part I., although the COUNTY will attempt in good

faith to obtain satisfactory assurances as required by Part I. (A), and will document the attempt and the reasons that these assurances cannot be obtained, if not obtained.

EXHIBIT B:
SCOPE OF WORK

- A. POLK COUNTY ("County") and SALEM HEALTH West Valley ("Contractor") are parties to several agreements, which ultimately operate and govern the operations of the Central Health & Wellness Center, which is also a State certified School Based Health Center (SBHC). Pursuant to those agreements, Contractor provides health services at the SBHC to members of the Polk County community.
- B. County is party to a contract with the state of Oregon to provide various Public Health programs throughout the county, including to provide School Based Health Center services outlined in Program Element #44 of the State Contract, which is attached as Exhibit C to this agreement.
- C. Contractor agrees to perform all facets of Exhibit C on behalf of the County as the Local Public Health Authority.
- D. The contracted amount of \$60,000.00 will be payable to contractor in quarterly payments of \$15,000.00 upon receipt of an invoice by the County.

**EXHIBIT C:
PROGRAM REQUIREMENTS**

PROGRAM #44: SCHOOL BASED HEALTH CENTERS (SBHC)

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

- 1. Description:** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2019 Oregon Healthy Teens Survey, approximately 66% of 11th graders and 63% of 8th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the effective date section of this Agreement unless otherwise noted.

- 2. Definitions Specific to School-Based Health Centers:**

Biennium: June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center ("SBHC"): has the meaning given the term in ORS 413.225

SBHC Standards for Certification: In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities:** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon’s Public Health Modernization Manual, which can be found at:

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf

- a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual):

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component							
Compliance of SBHC Standards for Certification	X	X		X	*	X	X	X	X	X			
Planning Grant for SBHCs				*		X	X	X		X			
Mental Health Expansion Grants		X		X	*	X	X	X	X	X			

- b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

1. Communicable Disease Control – Gonorrhea rates; and
2. Access to Clinical Preventive Services – Effective Contraceptive Use.

- c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

- 4. Procedural and Operational Requirements:** By accepting and using the funds under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. The funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.
- b. All SBHC Services must be delivered in accordance with OAR 333, Division 028, a copy of which is accessible on the Internet at:
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- c. The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.
- d. LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements:

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).

- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 – June 30). The current list of KPM's can be found at:
<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1 - June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at:
<http://www.sbh4all.org/>

7. Performance Measures.

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 – June 30).