

POLK COUNTY BOARD OF COMMISSIONERS

DATE: March 12, 2025
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 Grand Ronde Sanitary District Board is meeting on March 19, 2025 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes. We encourage all community members to engage with public comments to the Board of Commissioners. However, out of respect for our audience and a general sense of decorum please refrain from vulgar, threatening or inappropriate language.)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM March 5, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. LENGTH OF SERVICE AWARDS – Matt Hawkins**
 - Mark Overman, 25 Years of Service
 - Tami Stump, 15 Years of Service

CONSENT CALENDAR

- a) Polk County Contract No. 25-25, Whole Soul Therapy, LLC
(Rosana Warren, Behavioral Health)
- b) Polk County Order No. 25-04, In the matter of Appointing Designees
Of the Community Mental Health
(Morgan Smith, County Counsel)
- c) New Job Specification and Wage, Health Related Social Needs (HRSN) Program
Specialist
(Matt Hawkins, Admin Services Director)
- d) Property Value Appeals Board Clerk (PVAB) Appointment, Jeremy Gordon
(Cole Steckley, PVAB Clerk)

**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 March 5, 2025

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 Grand Ronde Sanitary District Board is meeting on March 19, 2025 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF February 26, 2025

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF February 26, 2025.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

Matt Hawkins, Admin Services Director, updated the Board about the water main that blew out in front of the Courthouse building. Mr. Hawkins stated that the maintenance team was able to get it under control right away. Commissioner Pope asked if he knew what caused it and Mr. Hawkins stated he has not found out that information yet.

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

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: March 12, 2025



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: March 12, 2025
Contractor Name: Whole Soul Therapy, LLC
Address: 6705 Redstone Street SE
City, State, Zip: Turner, OR 97392
Effective Dates - From: January 01, 2025 Through: June 30, 2026
Contract Amount: Varies

Background:

Whitney Sherer, through Whole Soul Therapy, LLC, has agreed to provide Behavioral Health and Clinical Supervision services to referred Polk County Behavioral Health individuals.

Discussion:

This contract is a continuation of services Whitney Sherer has been providing Polk County individuals in the past fiscal years, in addition to Clinical Supervisions services for Behavioral Health staff. Whitney Sherer meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2025-2026 Mental Health Outpatient budget was prepared in anticipation of this agreement.

Recommendation:

It is recommended that Polk County sign this agreement with Whole Soule Therapy, LLC.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 EIN: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	02/26/25
CONTRACTOR	WHOLE SOUL THERAPY, LLC 6705 REDSTONE STREET SE TURNER, OR 97392 EIN: 33-2306644
CONTACT PERSON:	WHITNEY SHERER
SERVICES PROVIDED:	To provide Behavioral Health Clinical services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JANUARY 01, 2025 THROUGH JUNE 30, 2026
BUDGET LINE #:	240-8540-540-M20
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Exhibit B
ADDITIONAL COMMENTS/INFORMATION:	

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

AGREEMENT

This Agreement is made and entered into by and between

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

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

**WHOLE SOUL THERAPY, LLC
6705 REDSTONE STREET SE
TURNER, OR 97392
EIN: 33-2306644**

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 January 1, 2025, and ending June 30, 2026, payment shall be retroactive for approved services provided to Polk County referrals on or after the period beginning date. Any renewals and/or changes to this agreement must be submitted in writing, in the form of an amendment to this Contract and signed by both Parties.
- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s) or ACH direct payment upon receipt of an authorized billing document at the rates outlined in Exhibit B and as approved by Polk County. Billings shall be submitted to HS Fiscal either electronically to hs.fiscal@co.polk.or.us or by mail to Polk County Health Services Business Services Department, 182 SW Academy Street Suite 204, Dallas, Oregon 97338. The County shall endeavor remit payment within 2-3 weeks of receipt of appropriate billing, supporting documentation and signed invoice.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services and that Contractor shall not bill any Polk County clients (or their insurance) served under this agreement for services delivered hereunder.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
 - i. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - ii. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits .
 - iii. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance

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

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

SECTION III: GENERAL PROVISIONS

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

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

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

K. Insurance:

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

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

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

CONTRACTOR

Whole Soul Therapy, LLC
Morgan Smith, LPC

Signature

2/26/25

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 WHOLE SOUL THERAPY, LLC

1. DEFINITIONS:

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

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:

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

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

- F. In the event that it is found to be applicable, CONTRACTOR agrees to provide access, at the request of the COUNTY, and in the time and manner necessary for reasonable compliance, to Protected Health Information in a *Designated Record Set* to the COUNTY or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.
 - G. In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.
 - H. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY available to the COUNTY or to the *Secretary of the Department of Health and Human Services*, in a time and manner agreed between the COUNTY and CONTRACTOR or designated by the Secretary, for purposes of the Secretary determining the COUNTY'S compliance with the Privacy Rule.
 - I. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
 - J. CONTRACTOR agrees to provide to the COUNTY or an Individual, in the time and manner necessary for reasonable compliance, information collected in accordance with section 2.A of this BA Agreement, to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR: Except as otherwise limited in this BA Agreement, CONTRACTOR may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of the COUNTY as specified in the Polk County Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

4. OBLIGATIONS OF THE COUNTY:

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

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

6. TERM AND TERMINATION:

- A. Term. This BA Agreement shall be effective as of January 01, 2025, and shall terminate when all of the Protected Health Information provided by the COUNTY to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COUNTY, is destroyed or returned to the COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
 - i. Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section III (P) of the Polk County Agreement; or
 - ii. Provide an opportunity for CONTRACTOR to terminate this BA Agreement and the Polk County Agreement within the timeline specified in Section III of the Polk County Agreement. At the direction of its Board of Directors, the COUNTY may

terminate this BA Agreement and the Polk County Agreement as permitted in Section III of the Polk County Agreement if CONTRACTOR has not cured the breach upon conclusion of the technical assistance and corrective action described in paragraph (i.) of this section; or

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

C. Effect of Termination.

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

7. MISCELLANEOUS:

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

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

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

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

EXHIBIT B:
STATEMENT OF WORK

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

1. STATEMENT OF SERVICES

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

2. GENERAL INFORMATION

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

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

3. AUTHORIZED SERVICES

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

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

4. RATES AND METHOD OF PAY

- A. County shall reimburse the Contractor at the rate of \$130.00 per hour for client direct Billable Services, as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour.
- B. County shall reimburse the Contractor at the rate of \$110 per hour for Clinical Supervision Services, as well as Other Service Activity, as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- C. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.



Service Activity Authorization

Contractor: WHITNEY SHERER

Effective Date: 01/01/25

SAA ID: SHEWH-06

Function of the SAA: The Service Activity Authorization(SAA) below seeks to specify the activities the contractor is authorized to provide and seek reimbursement on each month. This SAA is evergreen, meaning that authorized services remain in place month after month unless updated. The intent is that this SAA can be updated as needs arise and serves as a “living document” to authorize new and updated activities that the contractor has agreed to take on throughout the life of the contract. All such updates shall be memorialized in writing.

Intended Deliverable for Qualified Mental Health Professional Services: These services are primarily authorized to support the Behavioral Health Outpatient Clinic program services and the community that they serve. The Behavioral Health Outpatient Clinic provides mental health assessments, ISP planning along with Individual, family and group psychotherapy services to all ages under the oversight of the Behavioral Health Clinical Director in collaboration with other program services. Qualified Mental Health Professional services are delivered as part of the Mental Health Therapy Team with the following service expectations:

- Documentations are done concurrently with the client, and finalized the same day. Understanding that there are circumstances where this is not possible, all documentation must be completed no more than 72 hours from when the service was provided.
- Service Plans are reviewed and updated every 90 days for clients in a continuous episode of care.
- Assessment updates are completed whenever a substantive change in their clinical presentation would warrant a change to Level of care or diagnosis.
- Annual Assessments are completed for any client in a continuous episode of care.
- PCBH LOC (MH) or ASAM LOC(SUD) tools are applied appropriately and exceptions clearly documented.
- “Golden thread” is evident throughout the client file components (Assessment , Service Plan, Service Notes)
- Documentation of service conclusion/recovery plans are discussed early and throughout treatment.
- Cases are closed at the completion of an episode of care or by the client's non engagement or (agreed upon) discontinuation of outpatient services.
- All interventions (Therapy Groups, Individual and Family Therapy, etc) have clearly articulated measurable goals in place and all other recommended/referred services are documented on the ISP.
- Case transfers occur within a typical expected range for practice and are well documented and coordinated.
- Providers who participate in Same Day Access are expected to be available 1:30 pm - 3:00 pm. The block should be labeled with the appropriate Intake Team and the location where the staff person will host the visit.
- All on site, in person client services must take place during hours of operation for that location. Scheduling in person services during hours when a facility is closed for lunch or after business hours is not permitted.
- Adherence to all Oregon Health Authority protocols and guidelines.

All attempts have been made to add flexibility to this authorization to allow the contractor to provide direct services and support as agreed within their specialty and scope pursuant to their own independent judgment and discretion.

Below is the anticipated schedule that Contractor will be available for services*:

Location						
-	Monmouth	Monmouth	Monmouth	Monmouth	Monmouth	-
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	8:00 AM - 5:00 PM	8:00 AM - 5:00 PM	8:00 AM - 5:00 PM	8:00 AM - 5:00 PM	8:00 AM - 5:00 PM	-

*Federally observed holidays may impact anticipated schedule availability for specific service types.



Service Activity Authorization

The following reimbursement criteria is based on the appropriate Credible visit types and, or forms submitted, as outlined in Exhibit B of the Personal Service Agreement. A filled checkbox is considered an authorized service activity.

Authorized	Service Activity	Service Activity Description	Hours	Pay Frequency																					
<input checked="" type="checkbox"/>	Reimbursement Based on Billable Service Hours	Reimbursement is based all or in part on authorized billable service hours and is captured using the appropriate service Credible Visit type. Groups are reimbursed for facilitation time and are not based on the number served.	VARIES	Per Month																					
Authorized if any box is checked below	Reimbursement Based on Other Service Activity	Reimbursement is based all or in part on the Service Activity listed below and hours are considered not to exceed.																							
<input checked="" type="checkbox"/>	Clinical Supervision Provided	Reimbursement is based on time spent providing individual or group Clinical Supervision to PCBH staff, contractors or interns. Documentation for this time is captured using the ClinSup (Group, Intern, LIC'D, QMHA, THW, CADC, or QMHP) forms as appropriate for reimbursement. The hours are considered anticipated hours based on the number of referred credential type staff or interns the Contractor will provide Clinical Supervision.	VARIES	Per Month																					
1.	<div>CLINICAL SUPERVISION</div> <div>Provide clinical supervision to assigned staff, some of which may be working towards obtaining their professional license as required by OAR, for a minimum/frequency listed below. This requirement of supervision is not met through training or administrative activity. The supervisor may meet alone with the staff/associate (individual supervision) or may meet with the staff/associate and as many as six other mental health professionals (group supervision). Hours vary depending on the number and the credential type of assigned staff.</div> <table><tr><th>Credential Type</th><th>Frequency - Individual</th><th>Frequency - Group</th></tr><tr><td>Qualified Mental Health Associate (QMHA)</td><td>1 hour per month</td><td>1 hour per month</td></tr><tr><td>Qualified Mental Health Professional (QMHP)</td><td>1 hour per month</td><td>1 hour per month</td></tr><tr><td>Licensed Provider (LPC or LMFT)</td><td>2 hours per quarter</td><td>-</td></tr><tr><td>Clinical Social Worker Associate (CSWA)</td><td>1 hour per month</td><td>1 hour per month</td></tr><tr><td>Marriage and Family Therapist Associate (MFTA)</td><td>2 hours per month</td><td>1 hour per month</td></tr><tr><td>Professional Counselor Associate (PCA)</td><td>2 hours per month</td><td>1 hour per month</td></tr></table>				Credential Type	Frequency - Individual	Frequency - Group	Qualified Mental Health Associate (QMHA)	1 hour per month	1 hour per month	Qualified Mental Health Professional (QMHP)	1 hour per month	1 hour per month	Licensed Provider (LPC or LMFT)	2 hours per quarter	-	Clinical Social Worker Associate (CSWA)	1 hour per month	1 hour per month	Marriage and Family Therapist Associate (MFTA)	2 hours per month	1 hour per month	Professional Counselor Associate (PCA)	2 hours per month	1 hour per month
Credential Type	Frequency - Individual	Frequency - Group																							
Qualified Mental Health Associate (QMHA)	1 hour per month	1 hour per month																							
Qualified Mental Health Professional (QMHP)	1 hour per month	1 hour per month																							
Licensed Provider (LPC or LMFT)	2 hours per quarter	-																							
Clinical Social Worker Associate (CSWA)	1 hour per month	1 hour per month																							
Marriage and Family Therapist Associate (MFTA)	2 hours per month	1 hour per month																							
Professional Counselor Associate (PCA)	2 hours per month	1 hour per month																							
<input checked="" type="checkbox"/>	Clinical Support Office Hours	Reimbursement is based on capacity or time spent providing clinical support during “office hours” and is captured using the Office Hours form. The hours are considered anticipated hours the Contractor will be available for Office Hours.	3	Per Week																					



Service Activity Authorization

Authorized	Service Activity	Service Activity Description	Hours	Pay Frequency
1.	OFFICE HOURS	Provide Drop in Clinical Consultation, also known as Office Hours, to answer clinical case staffing questions, provide guidance, professional skill development and oversight to staff/associates or interns. Office Hours are typically set for one hour per day and reflected on Clinical Supervisor's schedules. Anticipated 2 hours per week.		
2.	GROUP HUDDLES	Provide regularly scheduled Clinical Group Consultation that is typically provided to each cohort of staff at each location, to answer clinical case staffing questions, provide guidance and professional skill development. Huddles are typically set for one hour per week and reflected on Clinical Supervisor's schedules. Anticipated 1 hour per week.		
<input checked="" type="checkbox"/>	Clinical Supervision Received	Reimbursement is based on time spent receiving Clinical Supervision provided by a PCBH qualified clinical supervisor. Documentation for this time is captured using the ClinSup (Recv) employee form for reimbursement.	2	Per Quarter
<input checked="" type="checkbox"/>	Administrative Time	Reimbursement is based on time spent for projects or other duties as assigned as described below. Documentation for this time is captured using the Admin Time employee form for reimbursement.	1	Per Week
1.	CLINICAL OVERSIGHT STAFFING	Participate in the weekly Clinical Quick Connect Meeting with PCBH Clinical Director and other Clinical Supervisors. The Clinical Quick Connect allows for review of escalating, complex, or at risk cases. The supervisor reports back to the owner of the chart and the cohort any feedback, resolutions, or steps recommended for the case, maintaining point as primary consultant to the providers in that cohort as appropriate. Anticipated 1 hour per week.		
<input checked="" type="checkbox"/>	Contractor Training	Reimbursement is based on time spent mandatory training and other onboarding activity as assigned and described below. Documentation for this time is captured using the Contractor Training employee form for reimbursement.	0.25	Per Year
1.	CYBERSECURITY TRAINING	Participate in the mandatory training required by Polk County Information Services for all account users of a Polk domain email.		

I have reviewed and understand the service activity checked above is activity I am authorized to request reimbursement for. If at any time, there is a need to increase or decrease the authorized hours, I will give a 10 day notice to my contract administrator.

William D. Jones, LPC, Whole Soul Therapy, LLC 2/26/25
 Contractor Signature Date

ADMIN USE ONLY			
TERM DATE:		ADMIN INITIALS:	

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9 **BEFORE THE BOARD OF COMMISSIONERS**
10 **FOR THE COUNTY OF POLK, STATE OF OREGON**

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12 IN THE MATTER OF APPOINTING DESIGNEES)
13 OF THE COMMUNITY MENTAL HEALTH)
14 DIRECTOR TO DIRECT A PEACE OFFICER TO)
15 CUSTODY ACCORDING TO ORS 426.233)
16

17 **ORDER NO. 25-04**
18

19 **WHEREAS,** Polk County regards community safety as a high priority; and

20 **WHEREAS,** the 1997 Legislative Assembly amended ORS 426.233 to permit the
21 local Community Mental Health Director or his/her designees to direct a peace officer to
22 take an allegedly mentally ill individual into custody; and

23 **WHEREAS,** a designee must be recommended by the Community Mental Health
24 Director and be approved by the county governing body;
25

26 **THEREFORE, THE POLK COUNTY BOARD OF COMMISSIONERS**
27 **ORDER AS FOLLOWS:**
28

- 29 1. Authorize the attached updated list of Community Mental Health Director's
30 designees operating under ORS 426.233 directing peace officers to take into
31 custody, a person, who the Director or his/her designee has probable cause to
32 believe is in need of immediate care, custody or treatment for mental illness.
33 This approval is valid for the term of employment or until recommended by
34 the Community Mental Health Director and approved by the Board of County
35 Commissioners to remove the designation.

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Dated this 12th day of March, 2025 at Dallas, Oregon.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Dr. Noelle Carroll, Director
Polk County Health Services

Approved as to form:

Morgan Smith
County Counsel

Designees of the Community Mental Health Director

EMPLOYEE	POSITION	DEPARTMENT
Akin, Doug	Team Supervisor	Crisis / PCBH
Bagley, Jamie	Aid & Assist Coordinator	ATM / PCBH
Breitwieser, Dustin	Community Response	Civil / After Hours Crisis/PCBH
Hammerschmith, Kerry	Clinical Director	Complex Care / PCBH
Heffner, Zach	Community Response	Complex Care / PCBH
Helms, Jessica	After Hours Crisis Counselor	After Hours Crisis Contractor
Howarth, Ian	Community Response	Crisis / After Hours Crisis/ PCBH
Johnson, Connie	Community Response	Crisis / After Hours Crisis/ PCBH
Lief, Jennifer	Health Services Division Manager	Div Manager / PCBH
Rentz, Kevin	Community Response	Crisis / PCBH
Spencer, Audrey	Community Response	Crisis / PCBH
Willcoxon, Laura	Community Response	Crisis / PCBH



MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Administrative Services Director
DATE: March 6, 2025
SUBJECT: New Job Specification and Wage

Wednesday – March 12, 2025 (Consent)

RECOMMENDATION:

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

ISSUE:

Shall the Board approve this new job specification and wage?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for a Health-Related Social Needs (HRSN) Program Specialist. In August of 2024 the BOC approved a job description for the HRSN Program Coordinator, and now Family and Community Outreach has worked out a way to bill for the services of this program. The new HRSN Program Specialist will be one of the positions that will be able to bill for their time. The position will focus on working with clients needs around housing, climate and nutrition; and will help assess client benefit eligibility.

The salary range for the HRSN Program Specialist will be (016) \$3,877 - \$4,905.

FISCAL IMPACT:

No fiscal impact for FY 24-25.



POLK COUNTY OREGON CLASS SPECIFICATION
HRSN PROGRAM SPECIALIST

Class Spec. Number: 925
Representation: AFSCME
FLSA Status: Non-Exempt
Salary Range: 016

GENERAL STATEMENT OF DUTIES: Implements specified programmatic grants. Collaborates with community members directly serving Oregon Health Plan population by providing assistance to individuals and families navigating the Health Related Social Needs (HRSN) program benefits. Works to establish and maintain strong community partnerships to effectively promote project awareness by coordinating and attending community outreach events.

SUPERVISION RECEIVED: Works under the direct supervision of the Family & Community Outreach Department Program Manager

SUPERVISION EXERCISED: Supervision of other employees is not a responsibility of this class specification. May direct the work of volunteers or practicum students.

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

1. Provides one on one assistance to individuals and families who are applying for and receiving benefits from the HRSN Program.
2. Participates in all meetings and trainings regarding the HRSN Program.
3. Fulfills program element requirements including, but not limited to: reporting, tracking, invoicing, and documenting,
4. Assists in the development of program plans as outlined by funder requirements.
5. Establishes and maintains partnerships with key community partners. May attend community meetings, Service Integration meetings and various outreach events.
6. Provides culturally appropriate and department approved case management to identified population on specific HRSN related topics such as housing, climate, and nutrition benefits
7. Acts as a client advocate. Locates appropriate community resources to serve client needs. Provides and/or refers clients to appropriate resources and providers
8. Assists in the creation and distribution of marketing materials to raise awareness about resources related to HRSN.
9. Collaborates with community agencies and groups to ensure coordinated delivery of services.
10. Assists with maintaining accurate and timely documentation of contact, progress, and services provided.

11. May perform other related duties as assigned.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: program development, implementation, and evaluation; outreach methods to community partners; community resources; connecting with targeted population; cultural sensitivity; traditions and customs of populations being served, disparate populations.

Ability to: work with agencies involved with targeted population; produce accurate, comprehensive reports; connect with targeted population in a culturally sensitive manner; work independently with a self-directed work style; have excellent people skills; work productively with a variety of groups and individuals. Maintain confidentiality, teach and work with professionals and lay groups, operate a computer, communicate effectively both orally and in writing, make decisions in accordance with regulations and established policies, and deal professionally with the public

EXPERIENCE, EDUCATION AND TRAINING: Bachelor's degree from an accredited college or university with course work in social services (psychology, sociology, etc.) or four (4) with demonstrated experience in community outreach services, providing social service information, advocacy, support and assistance to individuals and or families; or an equivalent combination of education, experience and training.

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

HRSN Program Specialist - 925
Adopted 3/25

MEMORANDUM

TO: Board of Commissioners

FROM: Cole Steckley, PVAB Clerk

DATE: March 6, 2025

SUBJECT: Property Value Appeals Board Appointments

RECOMMENDATION:

Appoint Commissioner Jeremy Gordon to the pools of people who are willing to serve on the Property Value Appeals Board:

1. Members of the county governing body or non-office holding county residents referred to as the Chairpersons Pool.
 - a. Commissioner Lyle Mordhorst will preside as Board Chair and representative for the county governing body.
 - b. Commissioner Jeremy Gordon will act as Alternate Board Chair.
2. Non-office holding residents of the county who are not members of the governing body, members of the governing body of a school district, taxing district or an employee of the county.
 - a. Michael Sewell
 - b. Timothy English

BACKGROUND:

The county governing body shall appoint a pool of board members who may be selected by the county clerk to sit on the Property Value Appeals Board. The term of office for the Property Value Appeals Board members Lyle Mordhorst and Timothy English began on the date of appointment and end on June 30, 2025. The term of office for the Property Value Appeals Board members Michael Sewell and Jeremy Gordon began on the date of appointment and end on June 30, 2026.

The Board of Property Tax Appeals will:

1. Hear petitions for reduction of the real market, maximum assessed, specially assessed, or assessed value of property as of January 1.
2. Hear petitions to waive penalties for late filing of real or personal property returns.

FISCAL IMPACT: No fiscal impact on County.